

भारत का राजपत्र The Gazette of India

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No. 33] NEW DELHI, SATURDAY, AUGUST 19, 1967/SRAVANA 23, 1889

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड ३—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केंद्रीय प्रधिकारणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 5th August 1967

S.O. 2782.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950 (43 of 1950), the Election Commission, in consultation with the Government of Rajasthan hereby nominates Shri B. P. Sood as the Chief Electoral Officer for the State of Rajasthan with effect from the date he takes over charge and until further orders *vice* Shri R. K. Saxena.

[No. 154/12/67.]

By Order,

K. S. RAJAGOPALAN, Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 7th August 1967

S.O. 2783.—In exercise of powers conferred by Section 3 of the Emigration Act, 1922 (VII of 1922) the Central Government hereby appoint Shri R. Muthuswamy to be Protector of Emigrants, Nagapattinam with effect from the forenoon of July, 14, 1967, *vice* Shri J. B. Pitchamuttu transferred.

[No F. 3(17)V.IV/60.]

[CPEO/15/67.]

S.O. 2784.—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (VII of 1922) the Central Government hereby appoint **Shri T. C. Nityanandam**, Protector of Emigrants, Mandapam Camp to be Protector of Emigrants, Nagapattinam in addition to his own duties with effect from the afternoon of June 5, 1967, to the forenoon of July 14, 1967.

[No. F. 3(19)V.IV/60.]

[CPEO/14/67.]

C. S. V SUNDARAM,

Attache (PVA).

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 9th August 1967

S.O. 2785.—In exercise of the powers conferred by sub-section (1) of the Section 122 of the Income-tax Act 1961 (43 of 1961) and of all other powers enabling it in that behalf and in supersession of all the previous notifications in this regard, the Central Board of Direct Taxes, hereby directs that the Appellate Assistant Commissioners of Income-Tax of the Ranges specified in column 1 of the Schedule below, shall perform their functions in respect of all persons and incomes assessed to Income-tax or Super tax in the Income-tax Circles, Wards and Districts specified in the corresponding entry in column 2 thereof :—

SCHEDULE

Range	Income-tax Circle, Wards and Districts
Poona Range-I, Poona	<ol style="list-style-type: none"> 1. A-Ward, Satara. 2. B-Ward, Satara. 3. B-Ward, Poona. 4. D-Ward, Poona. 5. G-Ward, Poona. 6. Addl. G-Ward, Poona. 7. Central Circle, Poona. 8. Wealth-tax Circle, Poona. 9. Special Investigation Circle, Poona 10. K-Ward, Poona. 11. A-Ward, Panvel. 12. B-Ward, Panvel.
Poona Range-II, Poona	<ol style="list-style-type: none"> 1. Companies Circle, Poona. 2. Addl. Companies Circle, Poona. 3. Special Survey Circle, Poona. 4. Addl. Special Survey Circle, Poona. 5. A-Ward, Poona. 6. C-Ward, Poona. 7. E-Ward, Poona. 8. F-Ward, Poona. 9. H-Ward, Poona. 10. J-Ward, Poona. 11. L-Ward, Poona. 12. Salaries & Refunds Circle, Poona. 13. GHQ. Income-tax Circle, Poona.
Kolhapur Range, Kolhapur.	<ol style="list-style-type: none"> 1. A-Ward, Kolhapur. 2. B-Ward, Kolhapur. 3. C-Ward, Kolhapur. 4. D-Ward, Kolhapur. 5. E-Ward, Kolhapur. 6. A-Ward, Sangli. 7. B-Ward, Sangli. 8. C-Ward, Sangli. 9. D-Ward, Sangli. 10. Ratnagiri.

Range Income-tax Circle, Wards and Districts

Nasik Range, Nasik	<ol style="list-style-type: none"> 1. A-Ward, Nasik. 2. B-Ward, Nasik. 3. C-Ward, Nasik. 4. D-Ward, Nasik. 5. E-Ward, Nasik. 6. A-Ward, Thana. 7. B-Ward, Thana. 8. C-Ward, Thana. 9. D-Ward, Thana. 10. E-Ward, Thana. 11. F-Ward, Thana. 12. Special Survey Circle, Thana. 13. Addl. Special Survey Circle, Thana. 14. Palghar. 15. A-Ward, Malgaon. 16. B-Ward, Malgaon.
Amaravati Range, Amaravati.	<ol style="list-style-type: none"> 1. A-Ward, Amaravati. 2. B-Ward, Amaravati. 3. C-Ward, Amaravati. 4. D-Ward, Amaravati. 5. A-Ward, Wardha. 6. B-Ward, Wardha. 7. A-Ward, Yeotmal. 8. B-Ward, Yeotmal.
Akola Range, Akola.	<ol style="list-style-type: none"> 1. Central Circle, Akola. 2. Special Investigation Circle, Akola. 3. A-Ward, Akola. 4. B-Ward, Akola. 5. A-Ward, Nanded. 6. B-Ward, Nanded. 7. Khamgaon.
Sholapur Range, Sholapur	<ol style="list-style-type: none"> 1. A-Ward, Sholapur. 2. B-Ward, Sholapur. 3. C-Ward, Sholapur. 4. D-Ward, Sholapur. 5. Latur. 6. A-Ward, Ahmednagar. 7. B-Ward, Ahmednagar.
Jalgaon Range, Jalgaon.	<ol style="list-style-type: none"> 1. A-Ward, Jalgaon. 2. B-Ward, Jalgaon. 3. C-Ward, Jalgaon. 4. A-Ward Dhulia. 5. B-Ward, Dhulia. 6. A-Ward, Aurangabad. 7. B-Ward, Aurangabad.

Where an Income-tax Circle, Ward or District or part thereof stands transferred by this notification from one range to another range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this notification before the Appellate Assistant Commissioner of Income-tax of the range from whom that Income-tax Circle, Ward or District or part thereof is transferred shall, from the date of this notification shall take effect, be transferred to and dealt with by the Appellate Assistant Commissioner of the range to whom the said Circle, Ward or District or part thereof is transferred.

3. This notification shall take effect from 16th August, 1967.

Explanatory Note :

The amendments have become necessary on account of redistribution of work amongst the Appellate Assistant Commissioners of Income-tax in the charge of the Commissioner of Income-tax, Poona.

(This note does not form a part of the notification but is intended to be merely clarificatory).

[No. 68 (F.No. 50/88/67-IT).]

P. G. GANDHI, Under Secy.

CENTRAL EXCISE COLLECTORATE, DELHI

CENTRAL EXCISES

New Delhi, the 9th August 1967

S.O. 2786.—In pursuance of Rule 5 of the Central Excise Rules, 1944 and in supersession of this Collectorate Notification No. 2/67 (Central Excises), I, Collector of Central Excise, Delhi, hereby authorise the officers mentioned in column 2 of the table given below, to exercise within their respective jurisdiction, the powers of the Collector under rules mentioned in column 3 of the table, subject to the limitations in column 4 thereof :—

Sl. No.	Rank of Officers	Central Excise Rules	Limitation, if any
1	Junior (upgraded) Superintendents.	Rules 47 and 53 of Central Excise Rules, 1944.	To grant permission to the manufacturers of excisable goods not to make entries in R.G. I/F.B. 4 accounts on the dates when there is no production, receipt in store-room or clearance of the particular excisable product.

Provided that the above shall be exercised by the Senior Superintendent, if there is no Junior Superintendent in charge of any particular Range or Factory.

[C. No. IV(8)2CE/67.]

[No. 5/67.]

R. PRASAD, Collector.

MINISTRY OF INDUSTRIAL DEVELOPMENT AND COMPANY AFFAIRS

(Department of Industrial Development)

ORDER

New Delhi, the 9th August 1967

S.O. 2787/IDRA/6/5/67.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with rules 2, 4 and 5 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints, for a period of two years with effect from the date of this Order, the following persons to be members of the Development Council for Man-made Textiles, in place of members appointed under the Government of India in the late Ministry of Industry and Supply Order No. S.O. 3240/6/11,

dated the 1st September, 1964, as amended from time to time, whose tenure of office has expired by efflux of time or otherwise:—

Development Council for Man-made Textiles

- (1) Shri K. N. Modi, M/s. Modi Rayon Mills, Modinagar (U.P.)—*Chairman*.
- (2) Shri R. J. Chinai, Managing Director, The National Rayon Corporation, Ltd., Ewart House, Bruce Street, Bombay-1.
- (3) Shri Manbar Bhagat, Executive Director, Nylon Synthetic Fibres and Chemicals, 115, Mahatma Gandhi Road, Fort, Bombay-1.
- (4) Shri V. K. Shah, Managing Director, M/s. Baroda Rayon Corporation Ltd., Surat, Gujarat.
- (5) Shri S. P. Mandelia, General Manager, M/s. Century Rayon, Industry House, 159, Churchgate Reclamation, Bombay-1.
- (6) Shri C. J. E. Burrows, Director, Chemicals and Fibres of India Ltd., "Crescent House", 19, Wittet Road, Ballard Estate, Bombay-1.
- (7) Shri R. P. Mehra, Chairman for SASMA, Opp. Race Course, Bombay-13.
- (8) Shri J. G. Parikh, Director, The Silk and Art silk Mills' Research Association, Annie Besant Road, Worli, Bombay-18.
- (9) Shri H. K. Jain, Managing Director, M/s. Stretchlon Pvt. Ltd., Bombay Cotton Mills' Compound, Kalachowki Road, Bombay-33.
- (10) Shri M. B. Chevli, M/s. United Textile Manufacturing Co., Surat.
- (11) Director of Handlooms, Madras.
- (12) Shri Govindaraju Chetti, 36-A and 127, Appu Chetty Street, Shevapet, Salem-2.
- (13) Shri H. C. Ramachandraiah, The Doddaballapur Powerloom Textile Mfg. Co-operative Society Ltd., Doddaballapur (Mysore State).
- (14) Shri Pyarelal Kapoor, M/s. Amritsar Rayon and Silk Mills (P) Ltd., Verka, Amritsar.
- (15) Shri Sitaram Singhania, M/s. J. K. Synthetic Ltd., Kamla Tower, Kanpur.
- (16) Shri I. P. Podar, M/s. Calcutta Silk Manufacturing Co. Ltd., P.B. No. 6710, 37, Vivekananda Road, Calcutta-7.
- (17) Mr. Kisan Tulpule, c/o Mill Mazdoor Sabha, 39, Patel Terrace, Parel, Bombay-12.
- (18) Mr. D. G. Pathak, c/o Mill Mazdoor Sabha, 39, Patel Terrace, Parel, Bombay-12.
- (19) Shri K. J. George, Director (Foreign Investment and Collaboration), Ministry of Industrial Development and Company Affairs, (Department of Industrial Development), New Delhi.
- (20) Shri K. Srinivasan, Deputy Secretary, Ministry of Commerce, Udyog Bhavan, New Delhi.
- (21) Dr. M. P. Khera, Development Officer, Directorate General of Technical Development, Udyog Bhavan, New Delhi.
- (22) Shri I. B. Dutt, Industrial Adviser and Ex-Officio, Jt. Textiles Commissioner, Office of the Textile Commissioner, Post Bag No. 10004, Bombay-1.
- (23) Shri L. Kumar, Adviser, Department of Chemicals, New Delhi.
- (24) Shri D. S. Herwath, Superintendent of Advances, State Bank of India, Central Office, Bombay.
- (25) Dr. K. H. Thanavala, Senior Research Officer, Department of Economics, University of Bombay, Bombay-1.
- (26) Mir Ahmed Ali Khan, Ex Home Minister of the Government of Andhra Pradesh, Moghalpura, Hyderabad.
- (27) Shri N. S. Kajrolkar, Ex. M.P. 1/21, D. K. Road, Khar, Bombay-24.
- (28) Shri D. H. Vora, Deputy Director, Office of the Textile Commissioner, Post Bag No. 10004, Bombay-1.

2. Shri D. H. Vora, Deputy Director, Office of the Textile Commissioner, Bombay, is hereby appointed to carry on the functions of the Secretary to the said Development Council.

[No. 2(1)-Dev. Council/66-L.C.]

R. C. SETHI, Under Secy.

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 4th August 1967)

S.O.—1788 In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed have been issued under the powers conferred by the sub-regulation (1) of Regulation 3 of the said Regulations.

THE SCHEDULE

Sl. No.	No. and title of the Indian Standard amended	No. and Date of Gazette Notification in which the establishment of the Indian Standard was notified	No. and Date of the Amendment	Brief particulars of the Amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)	(5)	(6)
1	IS : 958-1953 Specification for temporary corrosion preventive, grease, soft film, cold application	S.O. 856 dated 25 April 1959	No. 2 June 1967	Clause 4.2.3 has been substituted by a new one	30 June 1967
2	IS : 1153-1957 Specification for temporary corrosion preventive, fluid, hard film, solvent deposited	S.O. 973 dated 31 May 1958	No. 2 June 1967	Clause 4.2.3 has been substituted by a new one	
3	IS : 1154-1957 Specification for temporary corrosion preventive, fluid, soft film solvent deposited, water displacing	S.O. 973 dated 31 May 1958	No. 2 June 1967	(i) Table 1, Appendix A and clause B 3.1 have been amended. (ii) Clause 4.2.3. has been substituted by a new one. (iii) Appendix C has been deleted and the subsequent ones redesignated accordingly wherever they appear in the Standard	

4	SI : 1674-1960 Specification for temporary corrosion preventive, fluid, soft film, solvent deposited	S.O. 341 dated 11 February 1961	No. 2 June 1967	Clause 4.2.2 has been substituted by a new one	} 30 June 1967
5	IS : 1780-1961 Specification for vegetable tallow	S.O. 2937 dated 16 December 1961	No. 1 June 1967	Clause A-5 has been substituted by a new one	
6	IS : 2235-1962 Specification for cheese vats	S.O. 1147 dated 20 April 1963	No. 1 June 1967	(i) Clauses 5.1.4 and 6.1 have been amended (ii) Fig. 1 has been substituted by a new one	
7	IS : 3070 (Part II)- 1966 Specification for lightning arresters for alternating current systems Part II explosion type lightning arresters	S.O. 913 dated 18 March 1967	No. 1 June 1967	Clause 2.20 Fig 1 and Fig. 7 have been amended	
8	IS : 3131-1966 Specification for fire resistant conveyor belting for underground use in coal mines (tentative)	S.O. 4723 dated 31 December 1966	No. 1 June 1967	Table 1, clauses 10.2 and D-2.1 have been amended	
9	IS : 3265-1965 Specification for waft pins (taper fit) for use in shuttles for plain calico looms	S.O. 1081 dated 9 April 1966	No. 1 July 1967	Clauses 4.9 and 4.10 have been substituted by new ones.	31 July 1967

Copies of the amendment slips are available, free of cost, with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-1 and also at its branch offices at (i) Bombay Mutual Terrace, Sandhurst Bridge, Bombay-7, (ii) Third and Fourth Floors, 5 Chowringhee Approach, Calcutta-13, (iii) Second Floor Sathyamurthi Bhavan, 54, General Patters Road, Madras 2 and (iv) 117/118 Sarvodaya Nagar, Kanpur.

[No. MD/13 5.]

S.O. 2789.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standard (s), particulars of which are given in the Schedule hereto annexed, have been established during the period 16 to 31 July 1967.

THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard Established	No. and Title of the Indian Standard or standards, if any, superseded by the new Indian standard	Brief Particulars
(1)	(2)	(3)	(4)
1	IS:490—1967 Specification for vaccine phials (<i>first revision</i>).	IS:490—1954 Specification for vaccine phials.	This standard prescribes the requirements and methods of sampling and test for vaccine phials used for the packing of vaccines and other pharmaceuticals and biological preparations (Price Rs. 3.50).
2	IS:734—1967 Specification for wrought aluminium and aluminium alloys, forging stock and forgings (for general engineering purposes) (<i>first revision</i>)	(i) IS:734—1956 Specification for wrought aluminium and aluminium alloys, forgings (for general engineering purposes) and (ii) IS:735—1956 Specification for wrought aluminium and aluminium alloys, forging stock for general engineering purposes.	This standard covers requirement of forgings stock and forgings made from three grades of wrought aluminium and from twelve wrought aluminium alloys in various conditions (Price Rs. 11.00).
3	IS:804—1967 Specification for rectangular pressed steel tanks (<i>first revision</i>)	IS:804—1958 Specification for rectangular pressed steel tanks	This specification lays down the requirements for the materials, fabrication, erection and supply of rectangular pressed steel tanks used for the storage of cold and hot water and certain other liquids under pressure not greater than the static head corresponding to the depth of the tank (Price Rs. 6.50).
4	IS:830—1966 Specification for tennis racket frames (<i>revised</i>)	IS:830—1957 Specification for tennis racket frames	This standard covers the material dimensional and constructional requirements for tennis racket frames (Price Rs. 2.00)
5	IS:1324—1966 Glossary of textile terms relating to man-made fibre and fabric industry (<i>first revision</i>)	(i) IS:1324—1958 Glossary of textile terms—fabrics made from man-made fibres or filaments and (ii) IS:1325—1958 Glossary of textile terms—man-made fibres or filaments	This standard prescribes definitions of terms commonly used in the man-made fibre and fabric industry (Price Rs. 8.00)
6	IS:1587—1967 Specification for aviation turbine fuels, high flash point	IS:1587—1960 Specification for aviation turbine fuels, high flash point type	This standard prescribes the requirements and methods of sampling and test for aviation turbine fuels, high flash point type used in turbo-prop and jet engined aircrafts (Price Rs. 4.00)

1	2	3	4
7	IS:1588—1967 Specification for aviation turbine fuels, wide cut gasoline type (<i>first revision</i>)	IS:1588—1960 Specification for aviation turbine fuels, wide cut gasoline type	This standard prescribes the requirements and methods of sampling and test for aviation turbine fuels, wide cut gasoline type, used in turbo-prop and jet-engined aircrafts (Price Rs. 4.00).
8	IS:1702—1967 Specification for spring balances (<i>first revision</i>)	IS:1702—1960 Specification for spring balances	This standard covers the requirements for spring balances of hanging and 'pan above the balance' types having capacity of 1 to 500 kg. (Price Rs. 2.50).
9	IS:1885 (Part XII)—1966 Electrotechnical vocabulary Part XII ferromagnetic oxide materials	..	This standard lays down terms and definitions for use in the field of ferromagnetic materials and more specially relating to ferromagnetic oxide parts and materials (Price Rs. 7.00).
10	IS:1886—1967 Code of practice for installation and maintenance of transformers (<i>first revision</i>)	IS:1886—1961 Code of practice for installation and maintenance of transformers.	This code covers installation and maintenance of distribution and power transformers covered by IS:1180—1964 and IS: 2062—1962 respectively (Price Rs. 11.50).
11	IS:3908—1966 Specification for aluminium equal leg angles	..	This standard lays down the dimensions of aluminium equal leg angles for structural use (Price Rs. 2.50).
12	IS:3946—1966 Specification for leather for leg guard	..	This standard prescribes the requirements, methods of sampling and test for full-chrome and vegetable tanned leather for leg guard (Price Rs. 5.50).
13	IS:3953—1966 Specification for roof extractor units	..	This standard specifies the requirements and tests for roof extractor units in which the extraction fan is driven by an electric motor operated from either single-phase supply voltage not exceeding 250 volts or three-phase supply voltage not exceeding 440 volts. This standard also covers speed regulators, if any, associated with the extractor fans (Price Rs. 7.00).
14	IS:3969—1967 Specification for Goran bark.	..	This standard prescribes the requirements and methods of sampling and test for GORAN bark intended for tanning and for the use in the manufacture of tanning extracts (Price Rs. 5.00).
15	IS:3988—1967 Specification for guar gum	..	This standard prescribes the requirements and methods of sampling and test for guar gum in splits and pulverized form (Price Rs. 5.00).
16	IS:4023—1966 Methods for the determination of reactivity of coke	..	This standard prescribes the methods of test for reactivity of coke, namely, (a) critical air blast (CAB), and (b) thermal value of volatile matter (Price Rs. 5.50).

1	2	3	4
17	IS:4039 (Part I)—1967 Code for packaging of ready-made garments intended for export Part I seaworthy packaging	..	This code prescribes the method ^d of packaging of ready-made ^e garments intended for export by sea (Price Rs. 3.50).
18	IS:4044—1967 Specifica- tion for gents' slippers	..	This standard prescribes the cons- tructional details and other particulars of gents' slippers, bleached, dyed or of mixture shades (Price Rs. 3.50)
19	IS:4051—1967 Code of practice for installation and maintenance of elec- trical equipment in mines	..	This code covers minimum re- quirements for all electrical work and electrical equipment opera- ting or intended to operate at all voltages in electrical installation in mines and quarries (Price Rs. 6.00)
20	IS:4071—1967 Specifica- tion for master gears (module range 1.25 to to 10)	..	This standard covers the specifi- cation for master gears having involute profiles of straight and helical teeth of basic racks ac- cording to IS:2535—1963 (Price Rs. 2.50)
21	IS:4072—1967 Specifica- tion for steel for spring washers	..	This standard covers the require- ments for steel in the form of plate, sheet, wire or rod intended to be used in the manufacture of spring washers (Price Rs. 2.00)
22	IS:4082—1967 Recom- mendations on stacking and storage of construc- tion materials at site	..	This standard provides general guidance regarding stacking and storage of construction materials at site (Price Rs. 3.50)
23	IS:4085—1967 Specifica- tion for knives, amputa- ting	..	The Indian Standard specifies the requirements for knives used in amputation (Price Rs. 2.00)
24	IS:4087—1967 Specifica- tion for pipette for hae- moglobinometers and blood pipette for bioche- mical work	..	This standard covers the require- ments and methods of test for pipette for haemoglobinometer used in pathological work and blood pipette for biochemical work (Price Rs. 3.50)
25	IS:4089—1967 Specifica- tion for forceps, clip re- moving, Michel pattern	..	This standard specifies the re- quirements for clip removing- forceps Michel pattern with screw joint (Price Rs. 2.50)
26	IS:4090—1967 Criteria for the design of reinforced concrete arches	..	This standard lays down recom- mendations for the classification, dimensional proportioning, anal- ysis and design of reinforced concrete arches. The criteria for design is intended to apply only to arches which are pri- marily loaded (with dead and live loads) in their own plane and where curve lies in one plane (Price Rs. 8.00)

I	2	3	4
27	IS:4091—1967 Code of practice for design and construction of foundations for transmission-line towers and poles	..	This standard covers the design and construction of concrete foundations including anchor bolt grouted into rock for transmission-line towers and poles (Price Rs. 5.00)
28	IS:4103—1967 Specification for metal nesting chairs	..	This standard covers the requirements for materials, sizes, construction and finish of metal nesting chairs (Price Rs. 2.50)
29	IS:4112—1967 Code of practice for fixing of polystyrene wall tiles	..	This standard deals with the fixing of polystyrene wall tiles on interior surfaces of walls, partitions and ceilings and also the maintenance of the finished surfaces (Price Rs. 2.50)
30	IS:4113—1967 Specification for laryngoscopes	..	This standard covers the requirements for laryngoscopes with universal handle (Price Rs. 3.50)

Copies of these Indian Standards are available, for sale, with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi—1 and also at its branch offices at: (i) Bombay Mutual Terrace, Sion, Bombay—7, (ii) Third and Fourth Floors, 5 Chowringhee Approach, Calcutta—13, (iii) Second Floor, Sathyamurthi Bhavan, 54 General Patten Road, Madras—2 and (iv) 117/118—B Sarvodaya Nagar, Kanpur.

[No. MD/13:2.]

ERRATA

New Delhi, the 7th August 1967

S.O. 2790.—In the Ministry of Industrial Development & Company Affairs (Indian Standard Institution) notifications published in the Gazettes of India, Part II, Section 3(ii), the following corrections be made :

1. *Gazette dated 24 June 1967*
 S. O. 2080 dated 8 June 1967, schedule :
 Sl. No. 12, col 7, line 1—read 'IS : 583-1954' for 'IS : 583'
2. *Gazette dated 1 July 1967*
 (a) S. O. 2175 dated 16 June 1967, schedule :
 Col. 4, line 1—read 'IS : 1659-1960' for 'IS : 16590-1960'
 (b) S. O. 2177 dated 20 June 1967, schedule :
 Sl. No. 21, col 2, line 1—read 'IS : 3932-1966' for 'IS : 3992-1966'
 (c) S. O. 2178 dated 22 June 1967, schedule :
 Col 5, line 3—read 'drawn' for 'draw'
3. *Gazette dated 8 July 1967*
 S. O. 2264 dated 26 June 1967, schedule :
 (i) Sl. No. 1, col 3, line 2—read '1960' for '1967'
 (ii) Sl. No. 10, col 2, line 1—read 'IS : 3035 (Part I)-1965' for 'IS : 3055 (Part I)-1965'

4 Gazette dated 15 July 1967

S O 2333 dated 5 July 1967, schedule

I 2 substitute the following design of the Standard Mark for the existing one

IS 1489



[No MD/13 8]

(DR) SADGOPAL,
Deputy Director General

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION

(Department of Agriculture)

New Delhi, the 9th August 1967

S.O. 2791.—The following draft rules further to amend the Chilli Powder Grading and Marking Rules, 1964, which the Central Government proposes to make, in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) are published, as required by the said section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 1st September, 1967

Any objections or suggestions which may be received from any person with respect to the said draft before the date aforesaid will be considered by the Central Government

Draft Rules

1 These rules may be called the Chilli Powder Grading and Marking (Amendment), Rules, 1967

2 In the Chilli Powder Grading and Marking Rules, 1964, for rules 5 and 6, the following rules shall be substituted, namely —

“5 *Grade designation marks.*—(1) The grade designation marks in the case of Chilli Powder packed in Polythene or paper bags shall consist of a design incorporating the number of certificate of authorisation, the word ‘Agmark’ and the grade approved by the Agricultural Marketing Adviser to the Government of India

(2) The grade designation mark in the case of Chilli Powder packed in tin or glass containers shall consist of a paste on label, specifying the grade designation and bearing the design of a map of India with the word ‘Agmark’

(3) The grade designation mark in the case of Chilli Powder packed in containers of Jute or cloth or containers in which sealed polythene bags of graded chilli powder are packed shall consist of a label, specifying the grade designation and bearing the design consisting of an outline map of India with the word ‘Agmark’ and the figure of rising sun with the words ‘Produce of India’ and ‘भारतीय उत्पाद’ resembling the one as set out in Schedule I

6. *Method of Marking.*—(1) The Grade designation mark shall be securely affixed to or printed on each container in a manner approved by the Agricultural Marketing Adviser.

(2) In addition to the above, the following particulars shall also be clearly and indelibly marked on each container.

(a) Date of packing in code or plain letters,

(b) Lot number, and

(c) Net weight.

(3) An authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private trade mark on a container, in a manner approved by the said Officer, provided that the private trade mark does not represent a quality or grade different from that indicated by the grade designation mark affixed to the container in accordance with these rules."

[No. F. 13-23/67-AM.]

S.O. 2792.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules further to amend the Vegetable Oils Grading and Marking Rules, 1955, the same having been previously published as required by the said section, namely:—

1. These rules may be called the Vegetable Oils Grading and Marking (Amendment) Rules, 1967.

2. In the Vegetable Oils Grading and Marking Rules, 1955,

(1) in Schedule V, against the grade designation "Refined" in column 1, for the entry under the heading "Description" in column 2, the following entry shall be substituted, namely:—

"Groundnut oil shall be obtained by—(i) a process of expressing clean and sound groundnut (*Arachis hypogaea*), or (ii) by a process of solvent extraction of good quality of groundnut cake or sound groundnut kernels (*Arachis hypogaea*) using food grade hexane solvent conforming to IS: 3470(E)—1966. It shall be clear and free from rancidity and admixture with any other oil or substance and from suspended matter or sediment. The refining of the oil shall be done by neutralisation with alkali, bleaching by absorbent earth or activated carbon and de-odorization with steam. No chemical agents shall be used. A filtered sample of the oil shall be free from turbidity when kept for 24 hours at 30°C and the flash point by close-up method, shall not be less than 250°C;

(2) in Schedule VII, against the grade designation "Refined (Edible)" in the 1st column for the entry under the heading "Description" in the second column, the following entry shall be substituted, namely:—

"Coconut oil shall be obtained—(i) by a process of expression of good quality copra (from *Cocos nucifera*), or (ii) by a process of solvent extraction of good quality coconut cake or good quality copra (from *Cocos nucifera*) using food grade hexane solvent conforming to IS:3470(E)—1966. It shall be clear and free from rancidity and admixture with any other oil or substance and from suspended matter or sediment. The refining of the oil shall be done by neutralisation with alkali, bleaching by absorbent earth or activated carbon and de-odorization with steam. No chemical agents shall be used. A filtered sample of the oil shall be free from turbidity when kept for 24 hours at 30°C and the flash point, by close-up method, shall not be less than 225°C;

- (3) in Schedule VIII, after the grade designation "alkali Refined (Edible)" and the entries relating thereto the following grade designation and entries shall be inserted, namely:—

<p>"Semi- Refined Linseed Oil shall be obtained (i) by a process of expressing clean and sound linseed (<i>Linum usitatissimum</i>) or (ii) by a process of solvent extraction of sound linseed cake or linseed using food grade solvent hexane conforming to IS : 3470 (E)—1966. The oil shall be neutralised with alkali, bleached with bleaching earth or activated carbon or both. The flash point of the filtered oil by close-up method shall not exceed 125°C."</p>	Colour on Lovibond scale in 1" cell expressed as Y + IOR (not deeper than)	Specific gravity at 30°/ 30° C	Refractive index at 40°C	Saponification value	Iodine value Wijs method (not less than)	Unsaponifiable matter (not more than per cent)	Acid value (not more than)	Foots by volume (not more than per cent)	Moisture (not exceeding per cent)
	10	0.923 to 0.928	1.4720 to 1.4750	188 to 195	175	1.5	0.5	Nil.	0.1

- (4) in Schedule IX,—

(a) "against the Grade Description 'Medicinal' in column 1, for the existing entries in columns 4, 11, and 13, the following entries shall respectively be substituted, namely—

"0.5 (in 5½ inch cell)"; "1.5"; and "0.1";

(b) after column 13, a column 14 entitled "Ash" shall be inserted, and in that column, against the Grade Designations "Medicinal", "Firsts Special", "Firsts" and "Commercial" the entries "0.05", "0.10", "0.10" "nil", shall respectively be inserted;

- (5) in Schedule XII, against the Grade Designation "Refined (Edible)" in 1st column, for the entry under the heading "Description" in the second column, the following entry shall be substituted, namely:—

"Cotton seed Oil shall be the oil obtained—(i) by a process of expression of the kernels of sound seeds of cotton (*Gossypium*), or (ii) by a process of solvent extraction of good quality cottonseed cake or of sound seeds of cotton kernels using food grade hexane conforming to IS:3470(E)—1966. It shall be free from a mixture of any other oil or from substance or from suspended matter or sediment. The refining of the oil shall be done by neutralisation with alkali, bleaching with bleaching earth or activated carbon and de-odourisation with steam. The flash point of a filtered sample of oil, by close-up method, shall not exceed 250°C.

[No. F. 12-7/66-AM.]

H. K. BALASUNDARAM, Under Secy.

(Department of Cooperation)

New Delhi, the 4th August 1967

S.O. 2793.—In exercise of the powers conferred by Section 5B of the Multi-Unit Cooperative Societies Act, 1942 (6 of 1942) and in supersession of the Ministry of Food, Agriculture, Community Development and Cooperation (Department of Cooperation) Notification No. 7-13/66-Credit dated the 20th December 1966, the Central Government hereby directs that the following amendment shall be made in the Notification of the Government of India in the former Ministry of Community Development and Cooperation (Department of Cooperation) No. S.O. 1593, dated the 28th June, 1961, published at page 1555 of Part II, Section 3(ii) of the Gazette of India of the 8th July, 1961, namely:—

In the said notification against serial No. 10 for the entry "Shri B. B. Rath" the entry "Shri Bamadeb Rath" shall be substituted.

[No. 7-13/66-Credit.]

V. V. NATHEN, Dy. Secy.

DEPARTMENT OF ATOMIC ENERGY

Bombay, the 21st July 1967

S.O. 2794.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12, and sub-rule (1) of rule 24, read with rule 34, of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following amendments to the notification of the Government of India in the Department of Atomic Energy No. S.O. 1913, dated the 14th August, 1959, namely:—

In the schedule to the said Notification, in part I—General Central Service, Class II, for item (iii) and the entries relating thereto, the following item and entries shall be substituted, namely:—

I	2	3	4
"(iii) Posts the Atomic Minerals Division.	Regional Director Atomic Minerals Division.	Regional Director, Atomic Minerals Division.	"All"

[No. 32(3)/55-Adm.]

B. J. THAKUR, Under Secy.

MINISTRY OF HEALTH AND FAMILY PLANNING

(Department of Health)

New Delhi, the 22nd July 1967

S.O. 2795.—The following draft of rules further to amend the Indian Port Health Rules, 1955, published with the Notification of Government of India in the Ministry of Health S.R.O. 537, dated the 27th February, 1956, which the Central Government proposes to make, in exercise of the powers conferred by clause (p) of sub-section (1) of section 6 of the Indian Ports Act, 1908 (15 of 1908) is hereby published, as required by sub-section (2) of the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 31st October, 1967.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified, will be considered by the Central Government.

Draft Amendments

1. These Rules may be called the Indian Port Health (Second Amendment) Rules, 1967.

2. In the Indian Port Health Rules, 1955,

(1) in sub-rule (1) of rule 4,

(a) after the words "wireless message, embodying" the words "all items of information of Pratique Messages in Plain Language set out in the Note below and" shall be inserted;

(b) in the NOTE—

(i) for the words "Items of the Standard Quarantine Message" the words "Pratique Messages in Plain Language and Standard Quarantine Messages" shall be substituted;

(ii) after the words "reproduced below:—" the following shall be inserted, namely:—

"PRATIQUE MESSAGES IN PLAIN LANGUAGE

1. My Maritime Declaration of Health has negative answers to all health questions

or

My Maritime Declaration of Health has a positive answer to question (indicated by complements).

2. Called at or not called at any port in Ethiopia, Somalia, Kenya, Tanzania within 30 days

3. Have or have not monkey on board

4. Have or have not any person on board embarking at Aden or Djibouti."

(2) in sub-rule (1) of rule 28, for the words "to India" at both the places where they occur, the words "to any Indian Port other than a Port specified by the Central Government under rule 18" shall be substituted:

(3) to sub-rule (2) of rule 57, the following proviso shall be added, namely.—

"Provided that the Health Officer may permit a ship to leave an Indian port not approved for the purpose of issuing a Derating Certificate or Derating Exemption Certificate, for another Port in or outside India, notwithstanding that the master of the ship is not in possession of any such certificate."

[No. F. 25.1/67-MH]

AMAR NATH VARMA, Under Secy.

MINISTRY OF IRRIGATION AND POWER

New Delhi, the 7th August 1967

S.O. 2796.—In exercise of the powers conferred by section 3 of the Electricity (Supply) Act, 1948 (54 of 1948) and in partial modification of the Notification No. EL-II-28(13)/65, dated the 18th October, 1965, the Central Government hereby appoints Shri A. F. Couto, Director, Ministry of Irrigation and Power as a member of the Central Electricity Authority *vide* Shri B. C. Gangopadhyay.

[No. E.L. II-28(15)/67.]

K. P. MATHRANI, Secy

सिंचाई व बिजली मंत्रालय

नई दिल्ली, 19 अगस्त, 1967

एस० ओ० 2797.—बिजली (पूर्ति) अधिनियम, 1948 (1948 का 54) की धारा 3 द्वारा सौंपे अधिकारों की परिपालना में और अधिसूचना सं० ई० एल० 2-28 (13)/65, दिनांक

18 अक्टूबर, 1965 को अंश रूप में संशोधन करते हुए केन्द्रीय सरकार श्री ए० एफ० कटो, निदेशक, मिर्चाई व बिजली मंत्रालय को एन० द्वारा श्री बा० सी० गंगोपाध्याय के स्थान पर केन्द्रीय बिजली प्राधिकार में एक सदस्य के रूप में नियुक्त करत है।

[ग० ई० एल० 2-28(15)/67.]

क० पी० मथानी, सचिव।

MINISTRY OF INFORMATION AND BROADCASTING

ORDERS

New Delhi, the 29th July 1967

S.O. 2798.—In pursuance of the Directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendation of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule annexed hereto in Hindi to be of the description specified against each in column 6 of the said Schedule.

THE FIRST SCHEDULE

(1) Sub-Section (1) of Section 5 of the Uttar Pradesh Cinemas (Regulation) Act, 1955 (Uttar Pradesh Act No. 3 of 1956).

THE SECOND SCHEDULE

Sl. No.	Title of the film	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film
1	2	3	4	5	6
1	Musibat (Hindi)	245.36M	The Director of Information, Govt. of Uttar Pradesh	C/o Bombay Film Lab. (Pvt.) Ltd., Dadar, Bombay.	Film intended for educational purposes (For release in U. P. Circuit only).
2	Bharati Ka Daftar (Hindi)	235.31M		Do.	Do.
3	Jab Savera Hua (Hindi)	280.42M	The Director of Information, Govt. of Uttar Pradesh, Lucknow.		Documentary film (For release in U. P. Circuit only).
4	Nandanvan (Hindi)	293.57M	The Director of Information, Govt. of Uttar Pradesh, Lucknow.		Film intended for educational purposes (For release in U. P. Circuit only).

[No. F. 24/1/67-FP App. 1179]

S.O. 2799.—In pursuance of the Directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendation of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule annexed hereto in all their language versions to be of the description specified against each in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

(i) Sub-Section (3) of Section 5 of the Andhra Pradesh Cinemas (Regulation) Act, 1955 (President's Act 4 of 1955).

THE SECOND SCHEDULE

Sl. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for educational purpose or a film dealing with news and current events or a documentary film
1	2	3	4	5	6
1	Chittoor (Telugu, English, Urdu)	304·80M	Director of Information and Public Relations, Government of Andhra Pradesh, Hyderabad.	Documentary film (For release in Andhra Pradesh only)	
2	Right to Equality (Telugu, English, Urdu)	304·80M	Do.	Do.	Do.
3	Sons of the Sea (Telugu, English, Urdu)	304·80M	Do.	Do.	Do.
4	Rural Andhra	304·80M	Do.	Do.	Do.
5	The Creation (Telugu, English, Urdu)	304·80M	Do.	Do.	Do.

[No. F. 24/1/67-FP App. 1130.]

D. R. KHANNA, Dy. Secy.

MINISTRY OF PETROLEUM AND CHEMICALS

New Delhi, the 7th August 1967

S.O. 2800.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from drill site No. Well No. KFQ K-50 to GGS Iin Kalol Oil Field of the Gujarat State, a pipeline should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) the Central Government hereby declare its intention to acquire the right of User therein;

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the Pipelines under the land to the Competent Authority at Elemeeco 4th floor, Sayajit Gunj, Opp. College, Lokmanaya Tilak Road, Baroda in the Office of the Gujarat Pipelines Project (Oil and Natural Gas Commission), Baroda. Every person making such objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State : Gujarat		Dist. : Mehasana		Taluka : Karol	
Village	S. No.	Hector	Area	P. Are.	
Sartha	696	0	4	55	
"	719	1	11	29	
"	721	0	27	32	

[No. 20(3)/67-Prod.]

S.O. 2801.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from drill site No. Well No. KC 54 to GGS III in Kalol Oil Field of the Gujarat State, a pipeline should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein;

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the Pipelines under the land to the Competent Authority at Elcmmeeo 4th floor, Sayaji Gunj, Opp. College, Lokmanya Tilak Road, Baroda in the Office of the Gujarat Pipelines Project (Oil and Natural Gas Commission), Baroda. Every person making such objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State : Gujarat		Dist. : Mahasana		Taluka : Kadi Kalol	
Village	Survey No.	Hector	Area	P. Area	
Ambavapura	1/2	0	5	26	
"	1/1	0	4	65	
"	1/3	0	8	9	
" on the boundry of	2 & 211	0	0	50	
"	211	}	32	77	
"	209/1		}	4	95
"	209				
"	210	}			
"	152/4	0	5	76	
"	151	0	12	3	
"	147/1	}	13	45	
"	147/2				
"	130	0	9	51	
"	135	0	12	44	

[No. 20(3)/67-Prod.]

S.O. 2802.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from drill site No. Well No. K-56 to GGS III in Kalol Oil Field of the Gujarat State, a pipeline should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1), of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of User therein;

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the Pipelines under the land to the Competent Authority at Elcmmeeo 4th floor, Sayaji Gunj, Opp. College, Lokmanya Tilak Road, Baroda in the Office of the Gujarat Pipelines (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State : Gujarat

Dist. : Mehasana

Taluka : Kalol

Village	S.No.	Hector	Arc	Prati Arc
Vadavswani	246	0	6	17
"	242	0	6	57
"	243	0	16	19
"	V. P. Road	0	1	1
"	266	0	20	43
"	267	0	10	42
Ambawapura	125	0	5	56

[No. 20(3)/67-Prod.]

S.O. 2803.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from drill site No. Well No. K-62 to GGS III in Kalol Oil Field of the Gujarat State, a pipeline should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of User therein,

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the Pipelines under the land to the Competent Authority at Elemeneco 4th floor, Savaji Gunj, Opp. College, Lokmanya Tilak Road, Baroda in the Office of the Gujarat Pipelines Project (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

State : Gujarat

Dist. : Mehasana

Taluka : Kalol

Village	S. No.	Hector	Arc.	P. Arc.
Vadavswani	287	0	6	67
"	285	0	5	16
"	284	0	5	36
"	282	0	5	76
"	275	0	5	6
"	277	0	5	56
"	276	0	3	14
"	275	0	1	1
"	274	0	4	75
"	273	0	10	92
"	267	0	20	73
Ambavapura	125	0	11	63

[No. 20(3)/67-Prod.]

S.O. 2804.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from drill site No. Well No. K-61 to GGS III in Kalol Oil Field of the Gujarat State, a pipeline should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

2 Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of user in land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of User therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the Pipelines under the land to the Competent Authority at Elcmmeco 4th floor, Sayaji Gunj, Opp. College, Lokmanya Tilak Road, Baroda in the Office of the Gujarat Pipelines Project, (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal Practitioner.

SCHEDULE

State :	Gujarat	District :	Mehasana	Taluka :	Kalol
Village	Survey No.	Hector	Are.	P. Are.	
Vadavswami	157	0	5	76	
"	156	0	4	35	
"	215	0	4	25	
"	214	}	4	25	
"	217		4	25	
"	220	0	10	42	
"	231	0	5	86	
"	232	0	2	72	
"	233	0	4	25	
"	237	0	22	26	
"	240	0	5	86	
"	241	0	11	73	
"	V. P. Rod	0	1	11	
"	270	0	3	84	
"	268	0	17	60	
"	266	0	11	13	

[No. 20(3)/67-Prod]

B. S. S. RAO, Under Secy.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 5th August 1967

S.O. 2805.—Whereas the Central Government is satisfied that public interest requires that any service in, or in connection with, the working of, any major port or dock should be declared to be a public utility service for the purposes of the Industrial Disputes Act, 1947;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said service to be public utility service for the purposes of the said Act for a period of six months from the date of this notification.

[No. F. 1/69/67-LRI-II.]

S.O. 2806.—Whereas the Central Government is of opinion that it is expedient in the public interest to add to the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), 'any service in or in connection with, the working of, any major port or dock',

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 49 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby adds the following item in the First Schedule to the said Act, after item 17 thereof, namely :—

"18. Any Service in or in connection with, the working of, any major port or dock".

[No. F. 1/69/67-LRI-I.]

New Delhi, the 7th August 1967

S.O. 2807.—In exercise of the powers conferred by section 39 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby directs that the Power exercisable by it under sub-section (1) of section 34 of the said Act, shall in respect of the offences punishable under sections 26, 27, 28 and 29 of that Act in relation to any strike in Paradeep Port be exercisable also by the Assistant Labour Commissioner (Central), Jharsuguda, Distt. Sambalpur for a period of three months from the date of this notification.

[No. 28/79/67-LR-III.]

S.O. 2808.—In exercise of the powers conferred by section 39 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby directs that the power exercisable by it under sub-section (1) of section 34 of the said Act, shall, in respect of the offences punishable under sections 26, 27, 28 and 29 of that Act in relation to any strike in Cochin Port be exercisable also by the Assistant Labour Commissioner (Central), Ernakulam, for a period of three months from the date of this notification.

[No. 28/79/67-LR-III.]

S.O. 2809.—In exercise of the powers conferred by section 39 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby directs that the power exercisable by it under sub-section (1) of section 34 of the said Act, shall, in respect of the offences punishable under sections 26, 27, 28 and 29 of that Act in relation to any strike in Kandla Port be exercisable also by the Regional Labour Commissioner (Central), Ajmer for a period of three months from the date of this notification.

[No. 28/79/67-LR-III.]

S.O. 2810.—In exercise of the powers conferred by section 39 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby directs that the power exercisable by it under sub-section (1) of section 34 of the said Act, shall, in respect of the offences punishable under sections 26, 27, 28 and 29 of that Act in relation to any strike in the Visakhapatnam Port be exercisable also by the Assistant Labour Commissioner (Central), Visakhapatnam for a period of three months from the date of this notification.

[No. 28/79/67-LR-III.]

S.O. 2811.—In exercise of the powers conferred by section 39 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby directs that the power exercisable by it under sub-section (1) of section 34 of the said Act, shall, in respect of the offences punishable under sections 26, 27, 28 and 29 of that Act in relation to any strike in Mormugao Port be exercisable also by the Assistant Labour Commissioner (Central) Vasco da gama, for a period of three months from the date of this notification.

[No. 28/79/67-LR-III.]

New Delhi, the 9th August 1967

S.O. 2812.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs. Vulcan Insurance Company Limited and their workmen which was received by the Central Government on the 7th August, 1967.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
BOMBAY

REFERENCE No. CGIT 30 of 1965.

Employers in relation to the Vulcan Insurance Co. Ltd., Bombay.

AND

Its Workmen.

PRESENT

Shri Salim M Merchant, Presiding Officer

For the Workmen.—Shri H. R. Bharné, Advocate with Shri P. B. Deshmukh, President and Shri V. A. Koragaonkar, Joint Secretary, Vulcan Insurance Company Limited Staff Union

For the Vulcan Insurance Company Limited.—Shri S. V. Mokashi, Deputy Labour Advisor, Bombay Chamber of Commerce with Shri M. B. Redij, Deputy Accountant

Dated at Bombay this 1st Day of August, 1967

INDUSTRY General Insurance

STATE Maharashtra.

AWARD

On a joint application of the parties above-named the Central Government by the Ministry of Labour and Employment Order No. 74/6/65/LR. IV, dated 7th April 1965, made in exercise of the powers conferred by Sub-section 2 of Section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947) was pleased to refer the following industrial dispute between the parties above-named in respect of the conditions of service of the workmen employed by the Vulcan Insurance Company Limited in its Branch Offices at New Delhi and Madras, as specified in the following schedule to the said order, to me for adjudication.

SCHEDULE

Whether the terms and conditions of service of the workmen employed by Messrs. The Vulcan Insurance Company Limited in its Branch Offices at New Delhi and Madras in respect of the following matters, call for any revision and, if so, in what respect, and from which date :—

- (1) Scales of Pay.
- (2) Dearness Allowance.
- (3) Other Allowances.
- (4) Age of retirement.
- (5) Leave
- (6) Gratuity.

After the parties had filed their written statements the matter was discussed at the adjourned hearing of the case on 26th July, 1967, and on 31st July, 1967, the parties filed copies of an agreement of the same date entered into between them in settlement of this dispute and prayed that an award be made in terms thereof in respect of the subject-matters covered by the terms of this reference. A copy of the said agreement dated 31st July, 1967 is annexed hereto and marked 'Annexure A'.

As I am satisfied that the terms of settlement recorded in 'Annexure A' are fair and reasonable I make an award in terms thereof, and 'Annexure A' shall form part of this Award

No order as to costs.

(Sd.) SALIM M. MERCHANT,

Presiding Officer.

ANNEXURE 'A'

BEFORE SHRI SALIM M. MERCHANT, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE CGIT No 30 of 1965

BETWEEN

Messrs Vulcan Insurance Company Ltd

AND

The Workmen employed under it in its Branch Offices at New Delhi and Madras

MAY IT PLEASE THE HONOURABLE TRIBUNAL,

The parties above named have reached the following settlement in respect of the Industrial disputes which were referred by the Government for adjudication and which are subject matter of the above reference and pray that an award be made in terms thereof

Terms of the Settlement

It is hereby agreed between the parties as under:

1 *Scope of the Settlement*

This settlement is applicable to the workmen employed by the Company in its branch offices at New Delhi and Madras.

2 *Wage Scales*

The following revised wage scales shall be introduced with effect from 1st January, 1965

(a) Assistants Rs 85—7½—130—10—190—12—250—15—280—E B—20—360

(b) Senior Assistants Rs 235—15—310—20—350—25—450

(c) Sub-staff Rs 35—3—65—4—85—5—100—E B—5—110

3 The basic salaries of the workmen will be adjusted in the following manner —

(a) Where the basic pay of a workman as on 1st January 1965 is less than the minimum of the wage scale prescribed by this agreement, he shall be stepped up to the minimum of the wage scale applicable to him under this agreement

(b) If his basic pay as on 31st December, 1964 is not a step in the agreed wage scale, he shall be adjusted into the next higher step in the wage scale applicable to him under this agreement and then his due annual increment for the year shall be added to his pay according to revised scale

(c) Workmen will be granted the benefit of one additional increment on 1st July, 1965 if they have completed not less than one year's continuous service on that date

4 *Dearness Allowance*

Dearness allowance shall be paid to the workmen on the following basis with effect from 1st January, 1965:

(a) Assistants & Senior Assistants

On basic salary up to Rs 100

Rs 90 Flat

101 to 200

Rs 90+40% above Rs 100

201 to 300

Rs 130+15% above Rs 200

301 and above

Rs 145+10% above Rs 300 Maximum Rs 175

(b) Lower Grade Staff (Sub-Staff)

On Basic Salary up to Rs 100

Rs 80 Flat

Between Rs. 101 and Rs 200 of basic salary

Rs 85 Flat

NOTE.—The above rates of dearness allowance shall apply when the All India Average Consumer Price Index Number for the working class (1949=100) remains between 158 and 166

In the case of any increase or decrease in the Index Number the Dearness Allowance shall be revised as follows:—

For every rise of one point over Index Number 166 the Dearness Allowance shall be increased by 1% of the Basic Salary subject to a maximum Dearness Allowance of Rs. 175.

For every reduction of one point below the Index Number 156, the Dearness Allowance shall be reduced by 1% of the Basic Salary and the maximum reduction at any time being Rs. 20.

The payment of increased or reduced Dearness Allowance as shown above shall be on the basis of six monthly adjustments and in the month of January and July each year representing the half-yearly figures from July to December and January to June respectively.

5. Other Allowances:

(a) The workmen will be granted the following allowances per month with effect from 1st January, 1965:

	Rs.
(i) Special Allowance to Head Peon.	7
(ii) Cash Carrying allowance to peon.	5
(iii) Machine Allowance to typists and Stenos.	7
(iv) Special Allowance to clerk handling cash.	10
(v) House Rent Allowance to peons.	5
(b) The existing practice with regard to overtime allowance, transfer allowance, suspension allowance and acting allowance, shall continue.	

6. Age of Retirement:

The age of retirement shall be 60 years.

7. Leave:

The following leave will be granted in accordance with the existing practice:—

(a) *Privilege Leave:*

30 days privilege leave will be allowed to a workman per 12 months service with accumulation of leave up to 60 days.

(b) *Sick Leave:*

15 days sick leave will be allowed to workmen in a year subject to the accumulation of 120 days.

(c) *Casual Leave*—10 days in year.

8. Gratuity:

Gratuity will be paid to the workmen as per the award of the Industrial Tribunal in Reference No. CGIT—52 of 1963 applicable to the workmen of the Bombay Office.

9. This settlement shall remain in force up to 31st December, 1968, during which period neither party shall be entitled to terminate it. After 31st December 1968 the settlement shall, however, continue to remain in operation unless otherwise terminated by either party by giving two months notice in writing of its intention to do so.

Arrears payable under this settlement shall be paid before the expiry of one month from the date of this settlement.

or Vulcan Insurance Company Limited,
(Sd.) Illegible,
General Manager.

For Vulcan Insurance Company Limited Staff Union.

(1) (Sd.) Illegible,
President.

2) (Sd.) Illegible,
Joint Secretary.

BOMBAY,
Dated: 31st July, 1967.

[No. 74/6/65-LRIV.]

S.O. 2812.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs. Vulcan Insurance Company Limited and their workmen which was received by the Central Government on the 7th August, 1967.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE NO. CGIT 55 OF 1965.

Employers in relation to the Vulcan Insurance Co. Bombay.

AND

Its Workmen

(Represented by the Vulcan Insurance Co. Ltd. Staff Union, Bombay)

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

For the Workmen.—Shri H. R. Bharné, Advocate with Shri P. B. Deshmukh, President and Shri V. A. Korgaonkar, Joint Secretary, Vulcan Insurance Company Limited Staff Union.

For the Vulcan Insurance Company Limited.—Shri S. V. Mokashi, Deputy Labour Advisor, Bombay Chamber of Commerce with Shri M. B. Redji, Deputy Accountant.

Dated at Bombay this 1st Day of August 1967.

INDUSTRY: General Insurance.

STATE: Maharashtra.

AWARD

On a joint application of the parties above-named the Central Government by the Ministry of Labour Employment Order No. 74/13/65/L.R. IV, dated 26th August, 1965 made in exercise of the powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947) was pleased to refer the following industrial dispute between the parties above-named in respect of the conditions of service of the workmen employed by the Vulcan Insurance Company Limited in its branch office at Poona, as specified in the following schedule to the said order, to me for adjudication.

SCHEDULE

Whether the terms and conditions of service of the workmen employed by Messrs. The Vulcan Insurance Company Limited in its Branch Office at Poona, in respect of the following matters, call for any revision and, if so, in what respect, and from which date:—

- (1) Scales of Pay.
- (2) Dearness Allowance.
- (3) Other Allowances.
- (4) Age of retirement.
- (5) Leave.
- (6) Gratuity.

After the parties had filed their written statements and after the matter was discussed at the adjourned hearing of the case on 26th July, 1967, the parties on 31st July, 1967 filed copies of an agreement of the same date entered into between them in settlement of this dispute and prayed that an award be made in terms thereof in respect of the subject matters covered by the terms of this reference. A copy of the said agreement is annexed hereto and marked 'Annexure A'.

As I am satisfied that the terms of settlement recorded in 'Annexure A' are fair and reasonable, I, therefore, make an award in terms recorded in Annexure 'A' which shall form part of this Award.

No order as to costs.

(Sd.) SALIM M. MERCHANT,

Presiding Officer.

ANNEXURE 'A'

BEFORE SHRI SALIM M. MERCHANT, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE CGIT No. 55 of 1965

BETWEEN

Messrs. Vulcan Insurance Company Ltd

AND

The Workmen employed under it in its Branch Office at Poona.

May it please the Honourable Tribunal,

The parties above-named have reached the following settlement in respect of the Industrial disputes which were referred by the Government for adjudication and which are subject matter of the above reference and pray that an award be made in terms thereof.

Terms of the Settlement

It is hereby agreed between the parties as under:

1. *Scope of the Settlement.*—This settlement is applicable to the workmen employed by the Company in its branch office at Poona.

2. *Wage Scales.*—The following revised wage scales shall be introduced with effect from 1st January, 1965:—

(a) *Assistants:* Rs. 85—7½—130—10—190—12—250—15—280—E.B.—20—360.

(b) *Senior Assistants:* Rs. 235—15—310—20—350—25—450.

(c) *Sub-Staff.* Rs. 35—3—65—4—85—5—100—E.B.—5—110.

3. The basic salaries of the workmen will be adjusted in the following manner:—

(a) Where the basic pay of a workman as on 1st January 1965 is less than the minimum of the wage scale prescribed by this agreement, he shall be stepped up to the minimum of the wage scale applicable to him under this agreement.

(b) If his basic pay as on 31st December 1964 is not a step in the agreed wage scale, he shall be adjusted into the next higher step in the wage scale applicable to him under this agreement and then his due annual increment for the year shall be added to his pay according to revised scale.

(c) Workmen will be granted the benefit of one additional increment on 1st July 1965 if they have completed not less than one year's continuous service on that date.

4. *Dearness Allowance.*—Dearness allowance shall be paid to the workmen on the following basis with effect from 1st January 1965:

(a) *Assistants & Senior Assistants:*

On basic salary up to Rs. 100/-	Rs. 80/- Flat.
101 to 200	Rs. 90+40% above Rs. 100.
201 to 300	Rs. 130+15% above Rs. 200.
301 and above	Rs. 145+10% above Rs. 300 maximum Rs.175/-.

(b) *Lower Grade Staff (Sub-Staff):*

On basic salary up to Rs. 100/-	Rs 80/- Flat.
Between Rs. 101/- and Rs. 200/- of basic salary	Rs. 85/- Flat.

NOTE:—The above rates of dearness allowance shall apply when the All India Average Consumer Price Index Number for the working class (1949=100) remains between 156 and 166.

In the case of any increase or decrease in the Index Number the Dearness Allowance shall be revised as follows:—

“For every rise of one point over Index Number 166 the Dearness Allowance shall be increased by 1% of the Basic Salary subject to a maximum Dearness Allowance of Rs. 175/-”

For every reduction of one point below the Index Number 156, the Dearness allowance shall be reduced by 1% of the Basic Salary and the maximum reduction at any time being Rs. 20/-.

The payment of increased or reduced Dearness Allowance as shown above shall be on the basis of six monthly adjustments and in the month of January and July each year representing the half-yearly figures from July to December and January to June respectively.

5. *Other Allowances*.—(a) The workmen will be granted the following allowances per month with effect from 1st January 1965:

- | | |
|--|---------|
| (i) Special Allowance to Head Peon. | Rs 7/- |
| (ii) Cash Carrying allowance to Peon. | Rs. 5/- |
| (iii) Machine Allowance to typists and Stenos. | Rs 7/- |
| (iv) Special Allowance to clerk handling cash. | Rs 10/- |
| (v) House Rent Allowance to Peons. | Rs. 5/- |

(b) The existing practice with regard to overtime allowance, transfer allowance, suspension allowance and acting allowance shall continue.

6. *Age of Retirement*.—The age of retirement shall be 60 years.

7. *Leave*.—The following leave will be granted in accordance with the existing practice:—

(a) *Privilege Leave*.—30 days privilege leave will be allowed to a workman per 12 months service with accumulation of leave up to 60 days.

(b) *Sick Leave*.—15 days sick leave will be allowed to workmen in a year subject to the accumulation of 120 days.

(c) *Casual Leave*.—10 days in year.

8. *Gratuity*.—Gratuity will be paid to the workmen as per the award of the Industrial Tribunal in Reference No. CGIT-52 of 1963 applicable to the workmen of the Bombay Office.

9. This settlement shall remain in force up to 31st December, 1968, during which period neither party shall be entitled to terminate it. After 31st December 1968 the settlement shall, however, continue to remain in operation unless otherwise terminated by either party by giving two months notice in writing of its intention to do so.

Arrears payable under this settlement shall be paid before the expiry of one month from the date of this settlement.

For Vulcan Insurance Company Limited,

Sd./- Illegible,

General Manager

For Vulcan Insurance Company Ltd. Staff Union.

Sd./- Illegible,

(1) President

Sd./- Illegible,

(2) Joint Secretary.

Bombay; the 31st July, 1967.

[No. 74/13/65-LRIV.]

New Delhi, the 10th August, 1967

S.O. 2814.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to Messrs A. C. Roy and Company (Private) Limited, Calcutta and/or Sri Ashu Sardar, Contractor and their workmen which was received by the Central Government on 7th August, 1967.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 139 of 1966

PARTIES:

Employers in relation to Messrs A. C. Roy & Company (Private) Ltd., Calcutta and/or Sri Ashu Sardar, Contractor.

AND

Their Workmen.

PRESENT:

Shri S. K. Sen . Presiding Officer

Appearances:

On behalf of Employers—Shri S. M. Roy Choudhury and Shri Ashu Sardar.

On behalf of Workmen—Shri P. K. Ganguly.

STATE: West Bengal.

AWARD

By Order No. 28/21/65-LRIV, dated 8th October, 1965, the Central Government referred for adjudication an industrial dispute between the employers in relation to M/s. A. C. Roy & Company (Private) Limited, Calcutta and/or Sri Ashu Sardar, Contractor, Calcutta-23, and their workmen in respect of the matter specified in the following schedule:

- “(1) Whether Messrs A. C. Roy and Company (Private) Limited, or Shri Ashu Sardar are/is responsible for the employment in respect of Gear handling workers engaged in the business of Messrs A. C. Roy and Company (Private) Limited, Calcutta?
- (2) Whether the demands of the workmen in respect of leave with pay, festival holidays with pay, medical benefits and retirement benefits are justified and if so from whom?”

2. Messrs A. C. Roy & Company (Private) Limited are registered Stevedors for loading and unloading of ships at Calcutta. They are also listed employers for the employment of stitchers and baggers and Chipping and Painting workers. The present dispute concerns gear handling workers who are neither registered nor listed by the Dock Labour Board. The gear referred is the gear required for the purpose of loading and unloading various kinds of cargo into or from the ships, consisting of wire rope slings, hooks, tackles, big iron tubs etc. and dunnage consisting of planks, mats, bamboos and ropes and strings. These gears and dunnage have to be carried by the Company's lorries to the docks for use of the loading and unloading porters. According to the case of Messrs A. C. Roy & Company (Private) Limited they have a contract with Ashu Sardar, a man of Gaya district, for over 25 years for carrying the necessary gear and dunnage from the company's godown adjoining their dock office to the places in the dock where required and bring them back when they are no longer required for the purpose of loading and unloading a particular ship. The loading and unloading is done in 3 shifts from 6.30 A.M. to 3.30 P.M. from 3.30 P.M. to 10.30 P.M. and 10.30 P.M. to 6.30 A.M. the gear and dunnage have to be carried before the commencement of the particular shift required, but for the rest of the time of the shift the gear handling staff have no work. The gear and dunnage are taken back not on the same day but after 3 or 4 or 5 days, when loading or unloading of the ship is complete. The company, therefore, according to their case, did not employ whole time workmen for the purpose, but entered into a contract with Ashu Sardar for transport of the gear and dunnage as required, at rates fixed by negotiation between the company and Ashu Sardar for each particular kind of gear or dunnage, e.g. Rs. 2/12/- for transporting 1000 mats from the company's godown to the dock area or vice-versa. Ashu Sardar prepares the bill weekly showing details of transport of gear and dunnage materials made by his men, and the amount received from the company's head office is divided between Ashu Sardar and his workmen. Previously the arrangement between Ashu Sardar and his workmen was that Ashu Sardar was to receive as commission a percentage of the total bill as Sardar, or Contractor and would also receive an equal share of the balance of the bill along with the workmen. The workmen agitated that their share of the remuneration was too low in comparison with the share taken by Ashu Sardar and a dispute was stated on behalf of the workmen of Ashu Sardar by Shri Janaki Mukherjee, General Secretary of National Union of Dock Labour. That union has subsequently been amalgamated with the Calcutta Dockers' Union to form the National Union of Dockers. In the presence of Shri H. Shaw, Conciliation Officer, F.L.C. (C), Calcutta and Shri F. N. Mukherjee, Managing Director of Messrs A. C. Roy & Co. (P) Ltd., there was a settlement between Ashu Sardar and his men on 19th August 1959 *vide* memorandum of settlement bet. A. and the memo of settlement was signed by Shri Janaki Mukherjee, General Secretary of the National Union of Dock Labour. By the terms of the agreement Ashu

Sardar agreed that he would not claim any share with the workmen, but his commission as the contractor and Sirdar would be increased by 2%, i.e. to 8½% for handling gears and 14½% for handling dunnage. The men were being paid on that basis by Ashu Sardar from the time of that agreement. Another dispute was raised in August 1964 by Shri P. K. Ganguly, one of the Joint Secretaries of the National Union of Dockers. A charter of demand was addressed to Ashu Sardar in the first instance in August 1964 claiming fixation of a scale of pay-100-3-130—and dearness allowance and benefits of paid leave, paid festival holidays and retirement benefits for gear handling staff. Ashu Sardar appeared before the Conciliation Officer in that connection and made a statement that he was not an independent contractor but an employee of M/s. A. C. Roy & Co. (P) Ltd. The Conciliation Officer thereupon notified A. C. Roy & Company who submitted a reply stating that the gear handling men were not their employees but were employed by an independent contractor Ashu Sardar as the question could not be settled by the Conciliation Officer, the dispute has been referred to adjudication. Out of the demands of the gearmen, the question of scale of pay and dearness allowance has been left out, because the Central Wage Board is in session of that question, but the remaining demands appear in issue No. 2.

3. Ashu Sardar has appeared personally before the tribunal and has taken up the stand that he took before the Conciliation Officer in 1964, namely that he is an employee of Messrs A. C. Roy & Co. (P) Ltd. and not an independent contractor. The union also supports that stand and claims that the gear handling staff are the direct employees of A. C. Roy & Company (P) Ltd. for the very good reason that Ashu Sardar would be unable to bear the burden of leave with pay, festival holidays with pay, etc., but it would be possible for Messrs A. C. Roy & Co. (P) Ltd. to bear the same. The first question therefore is whether Ashu Sardar is an independent contractor of Messrs A. C. Roy & Co. (P) Ltd. or he is also an employee and whether the gear handling staff under him are employees of the company itself. On behalf of Messrs A. C. Roy & Co. MW-3 Nalini Kanta Chakravorty, a senior clerk of the company has deposed that Ashu Sardar is an independent contractor and not an employee and that he has been working as such for 25 years or 30 years; that there was another contractor before him and Ashu Sardar took his place and started to work as independent contractor for the gear handling although there was no written agreement executed between Ashu Sardar and Messrs A. C. Roy & Company. Shri Chakravorty further proved the notice, Ext. C served on 18th June 1963 on Ashu Sardar that his workmen failed to appear one day for doing the gear handling work. The warning notice stated that unless Ashu Sardar's men came and worked regularly the contract would be terminated with effect from 23rd June 1963. Ashu Sardar gave the explanation, Ext. C1 on 19th June 1963 that 7 men at present in his employment had stopped work claiming that the entire proceeds of the weekly bills should be divided among them, but he had brought the workmen round to a reasonable frame of mind, and work would be resumed with effect from 20th June 1963. This document shows that even in June 1963 both the company and Ashu Sardar were treating the men of the gear handling staff as men employed by Ashu Sardar. PW 5 Sakti Charan Chakravorty, a clerk of Messrs A. C. Roy & Co. was examined by the union to prove that the distribution of the money among the gear handling staff was made by one of the clerks of Messrs A. C. Roy & Co. at the Dock Office. This witness stated in cross examination that Ashu Sardar attends the dock office in the morning and the clerk tells him what gear are to be sent to what ship; the clerk does not tell him how many gear men are to be engaged for carrying the gear to each particular ship, that being left to Ashu Sardar. As regards the distribution of the money, Ashu Sardar draws the money on the bill which he submits at the Head office after the bill has been checked at the dock office and having brought the money Ashu Sardar asks the company's clerk to distribute it as he himself might make some mistake or confusion in distributing. PW5 stated that he gets a small commission from Ashu Sardar for doing this service. An ex-clerk of Messrs A. C. Roy & Co., Becharam Biswas, was examined as PW 6 by the union to prove the register, Ext. 2 showing the accounts of the weekly bills for gear and dunnage handling and the details of distribution thereof together, with the acquittance of the gear handling staff. He said that the register was Ashu Sardar's register but the entries therein were made by him according to Ashu Sardar's statement at his request, and that for that service, Becharam used to get a small commission from Ashu Sardar. The fact that the register is Ashu Sardar's register is supported by the fact that it was Ashu Sardar who produced this register before the tribunal. The register is for the period from 16th November 1962 to 2nd December 1965; i.e., a used up register, and must have been in Ashu Sardar's possession and not at the office of M/s. A. C. Roy & Co. Ashu Sardar could hardly have brought the register if the register had remained in the office of the company for he is fighting the company in this case. Shri P. K. Ganguly pointed out that in this register, Ext. 2, Ashu Sardar has also given acquittance for his commission, and he has urged that Ashu

Sardar could not have given his acquittance in the register if the register was his own register and the business was his own independent business. But Ashu Sardar might well have put his acquittance in that register against the figure for commission in accordance with the agreement, Ext. A which had been made with his workmen, to satisfy them that he was taking no more than the agreed commission. This fact of his having put his signature against the amount stating his commission does not by itself indicate that he was an employee of Messrs. A. C. Roy & Co. It appears from Ashu Sardar's evidence that the workmen doing the gear handling of M/s. A. C. Roy & Co. are related to him or his co-villagers or men from neighbouring villages at the distance of 6 or 7 miles from his own village in Gaya district. This fact also goes to indicate that Ashu Sardar brought his own men for doing the work. It is for Ashu Sardar to keep as many men as he likes and to get rid of them at his own pleasure. It was stated by Ashu Sardar in his examination in chief that once the company served one or two of his men with chargesheet. But in cross examination he admitted that warning notice or chargesheet was issued on him. Subsequently he resiled from the statement and stated that the company issued chargesheet against two gear handling men and not against him. But no evidence could be produced to support the evidence that the chargesheet was served direct on two of the men; whereas the company produced at least one notice, Ext. C, to show that when his men stayed away, it was Ashu Sardar who was threatened with termination of his contract and no chargesheet was issued on the men under Ashu Sardar.

4. Shri P. K. Ganguly has referred to the fact that PW 5 Ram Kishen, one of the gear handling staff working under Ashu Sardar produced a dock permit showing the name of M/s. A. C. Roy & Co. Private Ltd. as the employers. From this it has been urged that the real employers must be A. C. Roy & Co. and not Ashu Sardar. This has however, been explained by witnesses for A. C. Roy & Company; for instance, MW2, E. A. Squibb who works under A. C. Roy & Company in the Dock permit Section stated that in the application for Dock permit of R. K. Yadav, i.e. Ram Kishen, the name of employers had to be shown as M/s. A. C. Roy & Company because the Port authorities did not issue dock permits showing the names of unauthorised contractors as employers. That is also the explanation given by Nalini Kanta Chakravorty, Senior clerk working in A. C. Roy & Company. Shri P. K. Ganguly has urged that the Stevedoring companies have the tendency to try to avoid the liability for paying fair wages by setting up a sirdar as contractor between themselves and the workmen, and that the workmen who do the work of M/s. A. C. Roy & Co. in the gear department should be recognised as direct employees, in spite of agreement, Ext. A which Ashu Sardar was forced to enter into in 1959. There is however nothing to show that Ashu Sardar was forced to enter into that agreement in 1959. It must be treated as a voluntary agreement even though Ashu Sardar has now tried to resile from the same. Shri Ganguly has referred to two decisions of the Supreme Court in support of his argument that such workmen even though purporting to work under a contractor should be recognised as direct employees of the company. One such case is *Basti Sugar Mills Limited V Ram Ujagar and others*, 1963 II LLJ 447. Sri Ganguly has referred to the following observation of the Supreme Court, "the interest of the general public requires that the device of the engagement of a contractor for doing work which is ordinarily part of the industry should not be allowed to be availed of by owners of the industry for evading the provisions of the Industrial Disputes Act". The particular case however turned on the provisions of Section 2 clause (i) of the U.P. Industrial Disputes Act, 1947 by which the definition of the term 'employer' is extended by providing that where the owner of any industry contracts with any person for the execution by or under such person of the whole or any part of any work which ordinarily is a part of the industry, the owner of such industry shall be deemed to be an employer also for the workmen employed by such contractor. It was argued before the Supreme Court that clause (i) of Section 2 referred to above was *ultra vires* of the Constitution, being in contravention of the fundamental rights provided by Article 19(1)(g). The Supreme Court repelled that contention, observing that the extended definition was in the interest of the general public, and then went on to make the remark relied upon by Sri Ganguly. Under the Industrial Disputes Act, 1947 i.e. the Central Act, there is no such extended definition of the term 'employer' and therefore the decision in the *Basti Sugar Mills case* cannot help the gear handling staff in the present case. The other case relied upon by Shri Ganguly is *United Salt Works and Industries Ltd. and their workmen*, 1962 I LLJ 131. The company, Salt Works, used to employ labour through Mukaddams or contractors who used to supervise their work; for practical purposes the workmen employed were treated as the employees of the company and their wages were fixed by the company and paid by the Company through the Mukaddams, but the Mukaddams used to deduct a commission from the wages. A dispute for the abolition of the Mukaddams system and paying the workmen the full wages being referred to arbitrators, the arbitrators decided

for the abolition of payment through Mukaddams and further directed that the company might take over the Mukaddams as unskilled supervisors or sirdars if the company felt that their supervision and their help in recruiting labour was essential. The company having appealed against the decision of the arbitrators, the Supreme Court dismissed the appeal and upheld the award of the arbitrators. This case also does not apply to the facts of the present case. The wages of the gear handling staff are not fixed by A. C. Roy & Co. but the gear handling staff divide among themselves the proceeds of the contractor's bill for the work done, after deduction of the contractor's commission. The income of a gearman varies substantially from week to week. Thus for the last 5 weeks appearing in the register, Ext. 2, it appears that for the week ending 4th November 1965 each gear handling worker received Rs. 15.05 for the week ending 11th November 1965, Rs. 9.92; for the two weeks ending 25th November 1965, Rs. 23.80; and for the week ending 2nd December 1965, Rs. 16.44. The register shows that occasionally higher income was obtained e.g. for the week ending 3rd September 1964 each gearman received Rs. 30.75. It is clear from the agreement that no fixed wage, not even a guaranteed minimum wage, was agreed between Messrs A. C. Roy & Co. and the workmen.

5. Shri P. K. Ganguly referred to the evidence that Ashu Sardar occasionally had to go with the workmen by lorry to obtain the customs permit for entering into the port area or the gate pass when bringing out the lorry from the port area, and that occasionally this work was done by Vasdeo Mahato, Gearman tindal employed as a monthly paid worker under M/s. A. C. Roy & Co. It has therefore been urged that Ashu Sardar also was an employee under A. C. Roy & Company as he did the work which was done by the monthly paid tindal gear man. But Ashu Sardar was not paid a monthly pay and dearness allowance like Vasdeo Mahato. Vasdeo is a whole time worker, his work being to verify and to examine the gear handed back to the company's godown and to arrange the same in the godown. He is to see also that each gear bears the seal of guarantee by the guaranteeing company and that the period of guarantee has not expired when the gear is issued. The fact that he occasionally goes to obtain customs permit and the gate pass and that Ashu Sardar also does the same does not show that the two are in the same category. It is to the interest of Ashu Sardar also as an independent contractor to see that his men obtain entry into the port area with the gear which they are transporting and they come out of the port area with the gatepass, and therefore taking interest in the issue of gate pass and customs permit does not indicate that he is working for the interest of the company. Sri Ganguly has also relied on the evidence showing that Ashu Sardar and the men employed under him are working only for A. C. Roy & Co. and not for any other Stevedoring firm. As regards this point however, Ashu Sardar has admitted that occasionally he and his men undertake removal of furniture of officers from one house to another. Apparently this is done when there is not so much gear handling to be done. The monthly bill, Ext. 5 series, submitted by Ashu Sardar go to show that the gear handling staff do not have work every day. Thus the latest bill, Ext. B, show that for the week between 13th January 1967 and 19th January, 1967, the gear handling staff had no work on 13th and 14th; they had 3 trips carrying gear on 15th and one trip on the 16th, one trip on the 17th and one trip on the 18th; there was again no work on the 18th. Shri Ganguly has examined a gear man Sitaram Singh working under M/s. Santosh Chandra Banerjee and Sons (P) Ltd. to show that some companies have monthly paid gearmen, but that witness admitted that the company have only two monthly paid gear men, whereas it requires 7 men to handle some of the gears like an iron tub required for loading manganese ore. The witness explained that the company send 5 extra porters who are casual workers with the lorry along with the two monthly paid men. There is clearly not sufficient work on every day and certainly not sufficient work round the month for the 7 or 8 gear handling men required to be employed permanently by any of these Stevedoring firms. That is why some companies like A. C. Roy & Co. appear to have adopted the system of contract for the gear handling, while some other companies like Santosh Banerjee & Sons have two monthly paid men and employ as many casual porters as may be necessary for a particular day's work.

6. In view of all the evidence I must conclude on the first issue that Ashu Sardar and not Messrs A. C. Roy & Co. P. Ltd. is responsible for the employment of the gear handling workmen who are engaged in the work of gear handling for M/s. A. C. Roy & Co. Pvt. Ltd.

7. As regards the second issue relating to the demand of the workmen for leave with pay, festival holidays with pay, medical benefits and retirement benefits, Sri P. K. Ganguly has admitted that Ashu Sardar is not in a position to accept or give effect to any of the demands because he has no means to do the same. Sri Ganguly has suggested that in the circumstances a recommendation should be

made that the gear handling staff may be listed as dock workers by the Dock Labour Board. That is a point for the Dock Labour Board to consider. It may be that because of the intermittent nature of the work of gear handling staff, the Dock Labour Board has not so far listed them as dock workers. Some other work may have to be added to their work of gear handling to make them whole time workers. That however is a point which may be considered in due course.

8. My award, therefore, is that Shri Ashu Sardar and not Messrs A. C. Roy & Co. is responsible for the employment in respect of gear handling workers engaged in the business of Messrs A. C. Roy & Co. Private Limited and (2) that the demands of the gear handling workmen in respect of leave with pay, festival holidays with pay, medical benefits and retirement benefits are not justified in view of the circumstances of their employment.

The 1st August, 1967.

(Sd.) S. K. SEN,

Presiding Officer.

[No. 20(21)/65-LRIV.]

S.O. 2815.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to Messrs Benoy, Madhab Mookerjee and Company, Calcutta and their workmen which was received by the Central Government on 4th August 1967.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 143 OF 1966

PARTIES:

Employers in relation to M/s. Benoy Madhab Mookerjee and Company, Calcutta.

AND

Their Workmen.

PRESENT:

Shri S. K. Sen, Presiding Officer.

APPEARANCES:

On behalf of Employers—Shri N. K. Mukherjee, Advocate.

On behalf of Workmen—Shri Krishnadas Banerjee.

STATE: West Bengal.

AWARD

By Order No 28/91/65-LRIV dated 12th November 1965, the Central Government referred for adjudication an industrial dispute between the employers in relation to Messrs Benoy Madhab Mookerjee and Company, Calcutta and their workmen arising from certain demands of the Table Staff employed in Messrs Benoy Madhab Mookerjee and Company, Stevedore.

2. In the Reference Order the Joint Secretary of Calcutta Dock Labour Board Tally Clerks' Committee was implicated as representing the workmen. An application was received by the Tribunal from certain workmen that they wanted to be represented by the Calcutta Port and Dock Workers' Union. Subsequently the Joint Secretary, Calcutta Port and Dock Workers' Union prayed for being added as a party. This application was allowed by Order dated 3rd August 1966 and thereupon the application which had been made by certain individual workmen for being represented by the Calcutta Port and Dock Workers' Union was not pressed and that application was dismissed. The case was fixed for hearing on 31st May 1967. On that day, the parties represented before the tribunal that

they were negotiating for an amicable settlement and on their prayer the hearing was adjourned to 14th July 1967. On that day again an adjournment for finally settling the terms of compromise was asked for and the hearing was adjourned to 1st August 1967. On 1st August 1967 the parties appeared and filed a joint petition stating that the dispute had been settled out of Court and the parties would not proceed with the case and that a no dispute report may be submitted.

3. Accordingly I dispose of this case on the basis that there is no dispute at present between the employers and the workmen on the matters specified in the schedule concerning the demand of the Table Staff of Messrs Benoy Madhav Mookerjee and Company, Stevedore.

Dated, 1st August 1967.

(Sd.) S. K. SEN,
Presiding Officer.

[No. 28/91/65-LRIV.]

ORDER

New Delhi, the 7th August 1967

S.O. 2816.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bikaner Gypsums Limited, Bikaner and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Jawan Singh Ranawat as the Presiding Officer with Headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management of Bikaner Gypsums Limited, Bikaner in terminating the services of Shri Sohan Lal Jain Clerk/Supervisor with effect from 1st April, 1967 was legal and justified? If not, to what relief, is he entitled?

[No. 24/19/67/LRI.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 7th August 1967

S.O. 2817.—The following draft of an scheme further to amend the Bombay Dock Workers (Regulation of Employment) Scheme, 1956, which the Central Government proposes to make, in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published, as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 10th September, 1967.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Bombay Dock Workers (Regulation of Employment) Amendment Scheme, 1967.

2. In the Bombay Dock Workers (Regulation of Employment) Scheme, 1956, in sub-clause (3) of clause 51, for the words 'daily wage rate', the words "daily time wage rate" shall be substituted.

[No. 632/5/66-Fac. I.]

S.O. 2818.—The following draft of a scheme further to amend the Mormugao Dock Workers (Regulation of Employment) Scheme, 1965, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published, as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 10th September, 1967.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Mormugao Dock Workers (Regulation of Employment) Amendment Scheme, 1967.

2. In the Mormugao Dock Workers (Regulation of Employment) Scheme, 1965, in sub-clause (3) of clause 54, for the words 'daily wage rate', the words 'daily time wage rate' shall be substituted.

[No. 632(5)/66/Fac. 2.]

K. D. HAJELA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 7th August 1967

S.O. 2819.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India No. 13(17)/61-HI, dated the 8th December, 1961, namely;

In the said notification, for the portion beginning with the words "The areas within the Municipal limits of Perumbavoor" and ending with the words "Ernakulam District", the following shall be substituted, namely:—

"The areas within the Municipal limits of Perumbavoor and the portion of Perumbavoor revenue village lying outside the Municipal limits and,

- (a) Kalady area in the revenue village of Manickamangalam, Ankamaly area in the revenue village of Kothakulangara South, and the revenue villages of Manjapra, Chowara and Vadakkumbhagam, in the Alwye Taluk in Ernakulam District,
- (b) The revenue village of Choranallur, Rayamangalam, Asamannur, Vengoor East, Mazhavannur and Vengola, in Kunnathunad Taluk in Ernakulam District".

2. This notification shall be deemed to have come into force with effect from the 17th of December, 1961.

[No. F. 13/11/67-HI.]

New Delhi, the 8th August 1967

S.O. 2820.—Whereas the State Government of Kerala has, in pursuance of clause (d) of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Dr. John Kirk Patrick, Administrative Medical Officer, Government of Kerala, Employees' State Insurance Scheme, Trivandrum to be a member of the Medical Benefit council in place of Dr. V. S. Gopalakrishnan;

Now, therefore, in pursuance of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2899, dated the 27th September, 1966, namely:—

In the said notification, under the heading "[Nominated by the State Governments concerned under clause (d) of sub-section (1) of section 10]", for the entry against serial number (8), the following entry shall be substituted, namely:—

"Dr. John Kirk Patrick, Administrative Medical Officer, Government of Kerala, Employees' State Insurance Scheme, Trivandrum".

[No. F. 3/20/66/HI.]

New Delhi, the 9th August 1967

S.O. 2821.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Hotel Aruna, Trunk Road, Nellore (Andhra Pradesh) have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment;

This notification shall be deemed to have come into force on the 1st day of June, 1967.

[No. 8/100/67/PF-II.]

S.O. 2822.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs P. C. Malpani and Company, 14/1, Jayachamarajendra Wadiyar Road, Bangalore-2 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said Act to the said establishment.

This notification shall be deemed to have come into force on the 1st day of July, 1967.

[No. 8/101/67/PF-II.]

S.O. 2823.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs P. R. N. Textiles, No. 440-41, Big Bazar Street, Trichy-8, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment, with effect from the 1st August, 1967.

[No. 8/86/67-PF-II.]

S.O. 2824.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Lloyd Bitumen Products Private Limited, 4A, Royd Street, Calcutta-16 have agreed that the provisions of the Employees' Provident Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 1st day of July, 1967.

[No. 8/106/67/PF-II.]

S.O. 2825.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dalchand Bahadur Singh, 15, Gariahat Road, Calcutta-19, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 1st day of July, 1967.

[No. 8/107/67/PF-II.]

S.O. 2826.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Formica India Limited, Post Box No. 64, Poona have agreed that the

provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 1st day of July 1967.

[No. 8/97/67/PF-II.]

S.O. 2827.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Godateer Samachar, Subhas Road, Nanded, Maharashtra State have agreed that the Provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 1st day of March, 1967.

[No. 8/76/67/PF-II.]

S.O. 2828.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Raja Rajeswari Estate Karumpalan P.O.; Via Kutery, the Nilgiris, Madras State have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 1st August, 1967.

[No. 8/81/67/PF-II.]

S.O. 2829.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Empire Exporting House, 5th Floor, Sambhava Chambers, Sir P. M. Road, Fort, Bombay-1, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment with effect from the 1st day of August 1964.

[No. 8/63/67/PF-II.]

S.O. 2830.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Shreeram Shipping Service (Private) Limited, Thompson Street, Vishakhapatnam-1, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 1st day of June 1967.

[No. 8/99/67/PF-II.]

S.O. 2831.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bantia Steel Industries (Private) Limited, 14, New Bholguda, Secunderabad, Andhra Pradesh, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 1st day of June 1967.

[No. 8/104/67/PF-II.]

New Delhi, the 10th August 1967

S.O. 2832.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Shriram Industrial Distributors, 49/1, Gariahat Road, Calcutta-19, have agreed that the provisions of the Employees Provident Funds Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 1st day of July, 1967.

[No. 8/105/67/PF-II.]

DALJIT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 7th August 1967

S.O. 2833.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Andhra Pradesh, Hyderabad, in the industrial dispute between the employers in relation to the Singareni Collieries Company, Limited, Kothagudium and their workmen, which was received by the Central Government on the 29th July, 1967.

BEFORE THE INDUSTRIAL TRIBUNAL, ANDHRA PRADESH, HYDERABAD
PRESENT:

Sri Mohammad Najmuddin, M.A., B.L., Chairman, Industrial Tribunal (C), Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 69 OF 1965

BETWEEN:

Workmen of Singareni Collieries Company Limited, Kothagudium.

AND

Employers of Singareni Collieries Company Ltd., Kothagudium.

APPEARANCES:

Messrs. K. Satyanarayana, Advocate, and M. Komariah, General Secretary, Singareni Collieries Workers Union, Kothagudium—for the Workmen.

Sri Narsingh—for the Management.

AWARD

The Government of India in its Ministry of Labour and Employment had, by order No. 7/29/65-LR-II, dated 16th December 1965, referred this case to me for adjudication. The issue as per Schedule annexed thereto is this:—

Whether the demand of the undermentioned 21 fillers of Gang Nos. 11 and 12 of 9 and 10 inclines for grant of wages for the detention period of 7 hours in addition to the wages in respect of the 13 tubs filled in during the first shift on 4th August, 1965 is justified?

1. Sri Wajrapu Suryanarayana.
2. Sri Thotapelly Malliah.
3. Sri Bokka Subramanyam
4. Sri Peer Ahmed.
5. Sri Billa Rajam.
6. Sri Bodda Banaiah.
7. Sri Erra Narasaiah.
8. Sri Cidda Rajam.

9. Sri Nalli Krishna Murthy.
10. Sri Md. Amanullar.
11. Sri S Satyanandam.
12. Sri Reddiboina Nagalah.
13. Sri Kathala Odeloo
14. Sri Akunuri Odeloo
15. Sri Kalavala Nambaiah.
16. Sri Kadi Venkaty.
17. Sri G. China Satyam.
18. Sri Ellabelli Appa Rao.
19. Sri K. Mysalg
20. Sri Kmadri Odeloo.
21. Sri Katukuri Rajam.

2. If so, to what relief are the fillers entitled?

2. The Singareni Collieries Workers Union, Kothagudium, is party to the reference. The statement of claims was filed by and under the signature of Mr. M. Komariah who is the General Secretary of the Union. These 21 workers are fillers. They are piece rate workers. The Coal Award (Majumdar Award) had equated the fillers to workers in Category V for the purpose of computing wages to be paid on piece rate basis according to the prescribed work-load. These 21 fillers were on the 8 hour shift from 8.00 a.m. to 4.00 p.m. on 4th August 1965. There was break-down of haulage machinery that day so that tubs could not be supplied to them till about 3.00 p.m. after the haulage machinery was set right. Between that hour and 4.00 p.m. they could fill only 13 tubs in the said shift. The case of the claimants is that they were thus detained without work inside the mine for a continuous period of seven hours without declaring a lay off or without showing them any alternative work for the said period of seven hours. It is stated in paragraph 5 of the statement of claims that the "company cannot take shelter under paragraph 763 of the Coal Award because the subsequent L.A.T. Award has provided a remedy for such exigencies by allowing stacking of coal underground for which the fillers would be paid as if they had filled the tubs". The statement adds that the Company is not however allowing stacking of coal underground for reasons of safety. Seeing that for no fault on their part they were kept idle for a continuous period of seven hours, the claim put forward is that the 21 fillers should be paid full wages for that period of seven hours detention on 4th August 1965 and that in addition they should also be paid for filling 13 tubs.

3. The Management filed counter. It is pointed out that the reference was not competent and not valid in law because it relates to a dispute which is covered by Memorandum of Settlement dated 25th August 1965 arrived at under Section 12(3) of the Industrial Disputes Act in the course of conciliation proceedings before the Conciliation Officer. It is admitted that on 4th August 1965 there was break down of the haulage machinery and that the tubs were actually supplied to the claimant fillers at about 3.00 p.m. It is stated that the nine fillers in Gang No. 11 were so supplied with 14 tubs and that the 12 fillers in Gang No. 12 were supplied with 18 tubs, and that between them they had filled only 13 tubs although they could have filled all the 32 empty tubs during the time available to them. It is alleged that the fillers had deliberately slowed down work so as to fill only 13 tubs. It is pointed out that the fillers are not entitled to be paid for the detention period because their total weekly earnings for the week which includes the day, 4th August 1965, did not fall below the minimum of 75 per cent of their normal weekly emoluments. Reference is made to paragraph 765 of the Majumdar Award as modified by paragraph 195 of the L.A.T. decision.

4. Neither side had let in oral evidence in the case. Both sides subscribed to a joint memo to say that they do not have oral evidence. They agreed to the Tribunal receiving documents tendered by each side. Exs. W1 to W7 were marked on the side of the claimants. Exs. M1 to M3 were marked on the side of the Management. After that each side briefly referred to its case, and sought permission to file written arguments. They did so.

5. The memorandum of settlement referred to in the Management's counter does not continue to be in force. A copy of it had been filed by the claimants in Ex. M1 dated 25th August 1965. It is nobody's case that the said settlement

as Ex. W4. Referring to the short supply of empty tubs on account of break-down of the haulage machinery on 4th August 1965, the nine fillers of No. 11 Incline sent letter to the Management pointing out that they could fill only 6 tubs and that therefore the Management should arrange to give them muster for the day for the first shift. Ex. M2 is copy of that letter. The 12 fillers in No. 12 Incline wrote similarly to the Management to say that they were supplied with 18 empty tubs at 3.00 P.M. and that in the one hour that was still left of the shift they could fill only 7 tubs. They also requested for musters for the day. Copy of that letter is Ex. M3. There is no evidence in support of the allegation in the Management's counter that the fillers had deliberately filled less number of tubs than they could. It should therefore be assumed that in the one hour left between 3.00 and 4.00 P.M. of the first shift on 4th August 1965 the 21 fillers in the reference could fill only 13 tubs between them. The question would therefore be whether the 21 fillers are entitled to full wages for the 7 hour period of detention. I would come back to this question presently.

6. I will first consider the objection of the Management that the reference was not competent and not valid in law by reason of the Memorandum of Settlement Ex. M1 dated 25th August 1965. That was a settlement during conciliation proceedings held under Sec. 12 of the I.D. Act by the Labour Enforcement Officer and Conciliation Officer (C), Kothagudium. Three representatives of the Union are party to it, they being Mr. M. Komariah, General Secretary, Mr. V. Rajeshwararao, Joint Secretary, and Mr. M. Ballah, Member of the Union Committee. Mr. B. G. Pradhan, Deputy General Manager, and Mr. N. Bhaskarachari the Chief Personnel Officer are party to it on behalf of the Management. Two witnesses had attested it. Prefatory to the actual terms of settlement it is stated that there have been complaints about distribution of tubs. In his written arguments Mr. Narsingh for the Management drew pointed attention to clause 2 of the terms of settlement. It is as below:—

It is agreed that the distribution of tubs would be so arranged that each filler present would get atleast one tub per shift. If the tub supply is delayed till the end of the shift consequent on breakdown, the available tubs would be distributed to the fillers on the basis of one tub per filler. The other fillers who are not allowed alternative work and who remain idle throughout the shift for want of one tub each would be allowed break-down musters as per rules, and these musters will be included as earnings for purposes of weekly review. If any of the fillers failed to fill the tubs supplied they will not be eligible for break-down musters.

Mr. Narsingh relies upon the above in support of the preliminary objection urged by him. It is stated in the counter as well as in the written arguments by Mr. Narsingh that if the 21 fillers had not deliberately slowed the process of filling, they could have without any difficulty filled all the 32 tubs supplied to them or atleast 21 tubs, that is, one tub each, during the one hour that remained of the shift. Mr. Narsingh would in this view urge that thus the 21 fillers had one tub each to fill, and that thereby the clause extracted above was satisfied. That being so, Mr. Narsingh proceeded to urge, there cannot be an industrial dispute, nor by the same token could any reference in respect of it be competent, when the parties are governed by an agreement which is still in force. All that is urged as above turns upon the allegation that the fillers had deliberately slowed the process of filling the tubs. But, as I pointed out elsewhere, there is no evidence of deliberate slowing of filling or that more than 13 tubs could be filled by the 21 fillers during the one remaining hour of the shift. It will be seen that the clause extracted above provides for supply of atleast one tub to each filler during a shift. The alternative provided is that in the event of a filler remaining idle throughout the shift for want of supply of a tub, and if he could not be given any alternative work, he would be allowed break-down muster as per rules. In the case on hand the 21 fillers could not together fill more than 13 tubs during the one hour that remained of the shift. It was thus not a case of these 21 fillers remaining wholly idle throughout the shift or of being able to fill more than 13 tubs having regard to the time factor. This particular situation is not covered by the clause under mention. Therefore inasmuch as the claimants claim full wages for the detention period of 7 hours besides the wages due in respect of the 13 tubs filled, there could be an industrial dispute, and therefore it would follow that the reference is competent and valid in law. That is my finding on the preliminary objection raised by Mr. Narsingh.

7. As fillers are piece-rated workers, it is possible that for reasons beyond their control or for no fault on their part, they cannot in a given shift be able to reach up to the work-load prescribed by the Coal Award. The Coal Award had fixed

their work-load at 3 tubs of 24 c.ft. The Labour Appellate Tribunal had equated it to two tubs of 36 c.ft. If on certain days the out-put by the fillers falls short of the prescribed work-load, the Coal Award prescribed that over a period of 13 working days their earnings should not be less than 75 per cent of the corresponding previous period and that the Management should make good any short fall below that level. The Labour Appellate Tribunal had prescribed the period at one week for the said purpose. The case of the Management is that inclusive of the wages payable for the 13 tubs filled on 4th August 1965 the earnings of the 21 fillers for the week in which that day falls, is above 75 per cent. This fact is admitted by Mr. Kumariah who argued the case for the claimants. That being so, Mr. Nar Singh's contention is that nothing need be paid for the 7 hour period of detention. He drew my attention to chapter XVIII of the Coal Award by the provisions wherein a minimum wage was guaranteed to piece-rated workers. This chapter contains paragraphs 760 to 766. Paragraph 760 states that the Indian National Mine Workers Federation have stated that the guaranteed minimum wage for piece rated workers should be 75 per cent of the total emoluments of every day of attendance. Paragraph 761 sets out the reasons advanced by the Federation. In paragraph 762 the Wage Board drew attention to the argument of the Federation that if the time-rated workers can have their full wages guaranteed, the piece-rated workers also should have atleast 75 per cent of theirs guaranteed. The Board observes in paragraph 763 that there could be situations such as break-down of haulage machinery which would interfere with the earnings of a piece-rated worker. In paragraph 764 the Board stated how it was going to fix the work-loads. In paragraph 765 the Board laid down that "If on account of factors for which the piece-rated workers are not responsible and therefore cannot reach their out-puts as fixed by us, the Management should make up the deficiency to the extent of 75 per cent of the total emoluments that they would have earned under normal conditions after setting off towards the same any lay-off compensation that might have been paid under Sec. 25C of the Industrial Disputes Act". It is on this that Management relies to contend that any wages need not be paid for the 7 hours period of detention if inclusive of the wage paid for filling 13 tubs by the 21 fillers their earnings for that week was not less than 75 per cent as above said. Paragraph 766 merely states that the above principles should also apply to trammers and other piece-rated workers.

8. On the other hand the contention of the claimants is that what should apply is not what is prescribed by the Coal Award in paragraph 765 but that it is clause 14(a) of the Standing Orders of the Company. Clause 14(a)(i) states that in the event of fire or similar catastrophe, break-down of machinery or stoppage of power supply, epidemics, civil commotion or any other cause beyond the employer's control, he may at any time stop any section or sections of the establishment wholly or partially for any period. Sub-clause (a)(ii) of clause 14 reads as follows:—

- . In the event of such stoppage during working hours the workmen affected shall be notified by notices put up on the Notice Board in the department concerned, or at the Office of the Manager, as soon as practicable when work would be resumed and whether they are to remain or leave their place of work. The workmen shall not ordinarily be required to remain for more than 2 hours after the commencement of the stoppage. If the period of detention does not exceed one hour the workmen so detained shall not be paid for the period of detention. If the period of detention exceeds one hour the workmen so detained shall be entitled to receive wages for the whole of the time during which they are detained as a result of the stoppage. In the case of piece-rated workers the average daily earning for the previous month shall be taken to be the daily wage. No other compensation will be admissible in case of such stoppages. Wherever practicable, reasonable notice shall be given of resumption of normal work.

The Singareni Collieries Workers Union made an application before the Central Government Labour Court at Delhi for clarification of clause 14(a) of the Standing Orders, the contention of the Union there being that the fillers, in the event of being kept idle for the whole of the shift without being shown any alternative work and lay-off not having been declared, should be paid the daily wage, that being the average daily earnings for the previous month. That application by the Union was under Section 13A of the Industrial Employment (Standing Orders) Act. The Management resisted the above contention and pointed out that the direction contained in the paragraph 765 of the Coal Award which came subsequent to the certification of the Standing Orders of the Company, should be deemed to over-ride the clause in question in the Standing Orders. Mr. E. Krishnamurthy the Presiding Officer of the Central Government Labour Court

at Delhi did not agree with that contention of the Management. Mr. Krishna-murthy elucidated that if the period of detention exceeds one hour, and no lay-off is declared and any alternative work is not provided, the workmen so detained shall be entitled to receive wages for the whole of the time they were detained as a result of stoppage of work, and that in the case of piece-rated workers the average daily earnings for the previous month shall be taken to be the daily wage. His decision which is dated 11th December 1961 is Ex. W3.

9. Now the question is whether the claimants can rely upon Ex. W3 and on the subsequent circulars issued by the Management, purportedly based upon Ex. W3, to claim that they should be paid full wages for the 7 hour period of detention besides being paid wage for filling 13 tubs during the remaining one hour of that particular shift on 4th August 1965. Ex. W2 dated 24th May 1962 is circular from the Management. Paragraph 2 therein states that based on the decision of the Central Government Labour Court the necessary instructions were being issued. It is stated in paragraph 2(5) as follows:—

If due to unavoidable circumstances the workers are made to wait without lay-off or without alternative work for full shift, they should be paid full muster for such days.

This must be read with clauses 3 and 4 of paragraph 2. Clause 3 states that where a filler fails to undertake the alternative work given by the Management he forfeits not only claim for lay-off compensation but "also forfeits claim for making up the deficiency in his earnings of the 75 per cent, as his failure to earn the muster would be due to his own fault". Clause 4 provides that if during the weekly review as per decision of the Labour Appellate Tribunal it is noticed that for reasons over which the worker had no control, he could not reach the out-puts prescribed, the deficiency in his earnings should be made good to the extent of 75 per cent for the days he had worked. Ex. W1 dated 4th January 1965 is another circular which has been issued by the Management with a view to "implement in full" the decision of the Central Government Labour Court at Delhi with regard to the payment of "break-down musters to fillers". It is stated in clause (d) that calculation of the daily wage will be based on the average adopted for the purpose of leave salary during the concerned year. Ex. W1 was in respect of the period from 26th May 1956 to 24th May 1962. There is Ex. W6 dated 1st December 1964 which is Memorandum of Settlement in respect of fillers. Therein again it is stated that calculation of daily wages for implementation of the decision of the Central Government Labour Court "will be based on the average adopted for the purpose of leave salary during the concerned year". This settlement was in respect of cases that had occurred upto 30th November 1964. On the side of the claimants there is lastly Ex. W7 dated 7th August 1965 in respect of fillers. It is stated in it that break-down musters will be paid as per the decision of the Central Government Labour Court and that the wages will be calculated "on the basis of the earnings of the fillers during the previous week". There were several other demands about which there are several terms of settlement in Ex. W7.

10. As is clearly implied in the circulars Exs. W1, W2, W6 and W7, which circulars are based upon Mr. Krishna Murthy's decision (Ex. W3), there is no conflict between the decision given by Mr. Krishnamurthy and paragraph 765 of the Coal Award. It is clearly stated in the circulars that for the day on which there was total stoppage of work for no fault of the worker, and when lay-off was not declared and any alternative work was not given to him, his day's wage shall be paid on the average of a previous period and that the same would be taken into account while seeing to it that his average earning does not fall short of 75 per cent level. In particular, we have in the circular Ex. W7 dated 7th August 1965 that break-down muster will be given for the day on the basis of the earnings of the fillers during the previous week. All these circulars are on the basis that any work could not be provided at all to a filler throughout his shift. But in the instance on hand the 21 fillers were provided with work for one hour at the end of the shift when they filled 13 tubs between them, and were without work for the remaining 7 hour period of the shift during which period they were detained in the mine. It is a case of work being provided in part. The work-load prescribed for fillers is 2 tubs of 36 c.ft. per shift. If there was no break down of the haulage machinery, the 21 fillers in the reference would have filled between them 42 tubs. They were idle for 7 hours and were detained for that period. For the whole of the 8 hour shift in question it is possible that the 21 fillers may have been able to fill more than 42 tubs between them. It is equally possible that owing to certain adverse conditions at the work spot they might have filled less than 42 tubs between them. We may however take it for the purpose of decision in this case that they would have filled 42 tubs during

the 8 hour shift provided there was no break down of the haulage machinery. We have clause 2 in the Memorandum of Settlement Ex. M1 dated 25th August 1965 wherein it is provided that where a filler could not be supplied even with one tub during the shift, and when no alternative work is shown to him, then he would be allowed break down muster as per rules for that shift and that the said break down muster would be included as earnings for the purpose of weekly review. There is also the first part of clause 2 in Ex. M1 which says that in the event of any hitch in the supply of tubs consequent on break-down, things would be so arranged that atleast one tub would be supplied to each filler. The provision in respect of allowing break down musters as per rules in the second part of the clause is in respect of those fillers to whom even one tub for that shift could not be provided. This provision does not seem to apply to those fillers to whom atleast one tub was supplied. It would thus seem that fillers who were supplied with one tub each would get wages for that alone and nothing more for that shift. The Memorandum of Settlement Ex. M1 dated 25th August 1965 is the last of the agreements between the parties so far as this case is concerned. A copy of it has been filed by the claimants as Ex. W4. In his written arguments Mr. Kumariah has not at all referred to this document. There can be no doubt that this document is binding between the parties, and it is nobody's case that it is not still in force.

11. Despite the fact that Ex. M1 is still in force, I am unable to accept Mr. Narsingh's contention that for the shift in question the 21 fillers cannot ask for more than what was payable to them for filling 13 tubs because the Management would be obliged to make good any short fall in the 75 per cent level on a weekly review. Nor do I agree with Mr. Kumariah's contention that full wages should be paid for the 7 hour period of detention besides what was paid for filling 13 tubs. In the first part of clause 2 of Ex. M1 it is stated that the supply of tubs would be so arranged that a filler gets atleast one tub in a particular shift. In the instance on hand the 21 fillers could fill only 13 tubs between them in approximately one hour that remained to them at the end of the 8 hour shift on 4th August 1965. It is no doubt true that between these 21 fillers in the two Inclines a total of 32 tubs were supplied, but that was at about 3.00 P.M. The case of the Management is, the same being also stated in the written arguments, that the 21 fillers could have, if they had wanted, filled all the 32 tubs which would then have come to more than one tub per filler, or atleast 21 tubs which would have been one tub to each filler. This contention is advanced by the Management so as to be within the first part of clause 2 of Ex. M1. The Management would have it that the fillers had deliberately slowed the process of filling so that they filled only 13 tubs between them. I have elsewhere said that there is no evidence that the fillers had deliberately slowed the filling of the tubs. I am not prepared to accept the contention that the fillers had wilfully slowed the process of filling. Therefore I would say that the 21 fillers between them could fill only 13 tubs during approximately one hour left to them at the end of the shift on 4th August 1965. The argument of availability of 32 tubs at about 3.00 P.M. would not avail because it is the time factor that matters here. The 21 fillers had to wait till about 3.00 P.M. before any tubs were made available to them, and what matters is how many tubs the 21 fillers could fill between them in the remaining one hour. For that matter, more tubs than 32 could well have been made available, but seeing that the time was at 3.00 P.M., what matters is how many tubs the 21 fillers could fill during the remaining one hour of the shift. They could fill only 13 tubs. So it would really amount to saying that only 13 tubs were made available to them. They could not have stayed beyond 4.00 P.M. inside the mine to fill more tubs. They would not be allowed to stay beyond 4.00 P.M. That works at a little more than $\frac{1}{2}$ tub per filler. It is much less than one tub per filler. Therefore the first part of clause 2 of Ex. M1 would not apply.

12. By reason of the first part of clause 2 of Ex. M1 not applying as stated above, it should be said that the second part of the said clause should be made applicable which says that break-down musters as per rules would be allowed to such fillers who had to remain idle throughout the shift for want of supply of tubs. But then the 21 fillers cannot have wages for filling 13 tubs in addition to break-down muster for the shift as if they did not fill any tubs at all. My finding under the issue is that the Management shall allow break down musters as per rules to the 21 fillers for the entirety of the shift in question and deduct therefrom wages paid for filling 13 tubs.

Award passed accordingly.

Given under my hand and the seal of the Tribunal, this the 22nd day of
 July, 1967. (Sd.) M. NAJMUDDIN,
 Industrial Tribunal.

APPENDIX OF EVIDENCE:

Witness examined for:

Workmen
NILEmployers
NIL*Documents exhibited for Workmen*

- Ex. W1 : Circular dated 4th January 1965 issued by the S.C. Co. Ltd., to all Pits Agents and Sections of Head Office regarding breakdown musters to fillers.
- Ex. W2 : Circular dated 24th May 1962 of S. C. Co. Ltd., addressed to all Pits Agents and Sections of Head Office regarding the employment of fillers during breakdowns.
- Ex. W3 : Order dated 11th December 1961 of Central Govt. Labour Court, Delhi regarding applicability of clause 14 of the Company's Standing Orders regarding the grievances of fillers.
- Ex. W4 : Memo. of Settlement dated 25th August 1965 between the workmen & employers of Singareni Collieries Co. Ltd., Kothagudum, regarding breakdown musters.
- Ex. W5 : Circular dated 12th July 1962 issued by the S.C. Co. Ltd., to all Pits Agents & Sections of Head Office regarding employment of fillers during breakdowns.
- Ex. W6 : Memo. of Settlement dated 30th November 1964 and 1st December 1964 between the workmen & employers of S.C. Co. Ltd., regarding the demand for breakdown musters.
- Ex. W7 : Memo. of Settlement dated 7th August 1965 between the workmen & employers of S.C. Co. Ltd., regarding 15 demands.

Documents exhibited by Employers

- Ex. M1 : Memo. of Settlement dated 25th August 1965 between the workmen and employers of S.C. Co. Ltd., Kothagudum, regarding breakdown musters.
- Ex. M2 : Copy of the letter dated nil submitted to the Manager, S.C. Co. Ltd., G.K. No. 9 & 10 Incline by the fillers of 11 & 12 gangs pay musters.
- Ex. M3 : Copy of letter dated 4th August 1965 submitted to the Manager, S.C. Co. Ltd., G.K. No. 9 & 10 Incline by the 1 gang fillers of 10 Incline regarding pay musters.

(Sd.) M. NAJMUDDIN,
Industrial Tribunal.

[No. 7/29/65-LRIM]

S.O. 2834.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following Award of the Industrial Tribunal, Andhra Pradesh, Hyderabad, in the industrial dispute between the employers in relation to the Singareni Collieries Company Limited, Kothagudum, and their workmen, which was received by the Central Government on the 1st August, 1967.

BEFORE THE INDUSTRIAL TRIBUNAL (C), ANDHRA PRADESH,
HYDERABAD

PRESENT:

Sri Mohammad Najmuddin, M.A., B.L., Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 7 OF 1967

BETWEEN:

Workmen of Singareni Collieries Company Ltd., Kothagudum.

AND

Employers of Singareni Collieries Company Ltd., Kothagudum.

APPEARANCES:

Sri I. Surya Rao, Joint Secretary, Singareni Collieries Workers' Union, Kothagudum, for the workmen.

Sri K. Srinivasamurthy, Advocate, for the employers.

AWARD

The Government of India in its Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) had, by order No. 7/46/66-LRII dated 6th April 1967, referred this case to me for adjudication. The issue as per Schedule annexed to the notification is this:—

Whether the Management of Singareni Collieries Company Ltd., Kothagudium Collieries, Andhra Pradesh, is justified in denying payment of jungle allowance to the workers employed in boring operations in Tellavagu river bed in terms of sub-paragraph 3 of the paragraph 5 of the Arbitration Award of Sri O. Venkatachalam dated 29th April 1966?

(2) If not to what relief are the workers entitled?

2. The Singareni Collieries Workers Union, Kothagudium, is party to the reference. The statement of claims on behalf of the claimants was filed by and under the signature of Mr. M. Komariah who is the General Secretary of the Union. The claimants in this case are 11 in number, and as to who they are is common ground although their names had not been set out either in the reference or in the statement of claims or in the counter. Their names are in the evidence of the sole witness for the claimants, W.W.1. They are (1) Y. Benjamin, (2) G. Jokkulu, (3) J. Kakayya, (4) K. Mallayya, (5) Ramdin, (6) Shaik Ahmed, (7) Ahmed Ali, (8) G. Kotiah, (9) J. Rajam, (10) P. Durgiah and (11) P. Rajalingu. They are mazdoors in the Survey and Boring Department of the Company. In the months of June and July 1966 they were engaged in boring operations in the bed of the hill stream called Tellavagu. They claim that they should be given jungle allowance, that being one day's muster per week if they worked for 4 days in a week. There is the award of Mr. O. Venkatachalam dated 29th April 1966. By paragraph 5(3) of the Venkatachalam Award provision is made for payment of jungle allowance, and conditions therefor are set out, viz., that the work spot should be a notified forest area and its location should be more than a furlong from a main road or a village or similar habitation or an incline mouth or a screening plant. The case of the claimants is that the work spot is a notified forest area and beyond distances as aforesaid. Therefore jungle allowance as per rules is claimed by the 11 claimants for the duration of the period they were engaged on boring operations.

3. The Management filed counter to say that the work spot in question is not a forest area although it is in the bed of the hill stream called Tellavagu. That being so, the contention of the Management is that the claimant-workmen are not entitled to jungle allowance and that they cannot with justification canvass the applicability of paragraph 5(3) of the Venkatachalam Award.

4. One witness each was examined on either side. W.W.1 is a mazdoor in the Survey and Boring Section of the Company. M.W.1 Mr. R. P. D. Choudhury is a Surveyor in the Planning and Progress Division of the Singareni Collieries Company. Any documents were not marked on the side of the claimants. Three documents were marked on the side of the Management. Ex. M1 is a survey sketch of the location where the work spot under reference is situate. Ex. M2 is the Venkatachalam Award. Ex. M3 dated 9th March 1965 is a Memorandum of Settlement between the Management and the Union in respect of claim for jungle allowance by some mazdoors of the Boring Department who were engaged in boring operations in the year 1965 in the bed of the Tellavagu at a spot which is more than one mile from the work spot in the reference. The settlement Ex. M3 is referred to in the statement of claims, and it is pointed out therein that that settlement remains in force. Presumably, what is meant to be implied by that plea in the statement of claims is that when jungle allowance was given to certain workers, one of them being W.W.1, for doing boring operations at the other spot as per Ex. M3, it should also be paid to the claimants for doing boring operations at the work spot under reference, for the simple reason that both the work spots happen to be in the bed of the hill stream Tellavagu. So far as the settlement Ex. M3 is concerned, it was in respect of a specific claim by certain mazdoor doing boring work at a particular spot which was admittedly forest area. That is no analogy for advancing the claim by the claimants that just as in the case of the other set of workmen they should also be paid jungle allowance for working at the work spot in the reference. That document may be useful when at the same spot boring operations are done, but it will not be useful for claiming jungle allowance at a different spot which is not a forest area. The spot with which Ex. M3 was concerned was admittedly forest area, and that is what we have in the evidence here given by Mr. Choudhury on behalf of the Management.

5. What is to be seen is whether the claimants in this case can claim jungle allowance. They can do so if they satisfy the requirements of paragraph 5(3) of the Venkatachalam Award. As I indicated earlier, two conditions should be satisfied before jungle allowance can be claimed. The first condition is that the work spot should be within a notified forest area. The second condition is that in addition to the work spot being in a notified forest area, it should also be more than one furlong from any road, whether Government or Company's, or from any habitation, or from any screening plant or an incline mouth. So far as the second condition is concerned, it is clear, even as admitted by M.W.1. that there is no village or habitation or a road or incline mouth or a screening plant within one furlong of the work spot in question. There is a village Penavalli which is more than 3 to 4 furlongs from the work spot. There is a Sand Gathering Station of the Company, but it is more than 2 furlongs from the work spot. In that way only the second condition is satisfied. But I am clear that the first condition, viz., that the work spot should be within a notified forest area, is not satisfied. The correctness of the plant Ex. M1 drawn to scale is not gained. It is a copy from the Field Book of the Revenue Department. W.W.1 himself said that between the Tellavagu and the village of Penavalli there are paddy fields and that on the other corresponding side of the stream there are joana fields. He however said that there are trees here and there but that there is no forest as such. Trees would always be there, whatever be their number, in the vicinity of a stream or on the bunds of the fields, but that would not make it a forest area. The onus of proof that it is a forest area is upon the claimants. There is not even a memo from any officer of the Forest Department that that particular area is a notified forest area. Indeed, it could not have been so because, as seen from Ex. M1, there are surveyed fields of pattadars on either side of the stream where we have this particular work spot. Clearly, the first condition of the Venkatachalam Award as per its paragraph 5(3) is not satisfied. That being so, it is clear that the claimants are not entitled to jungle allowance. That is my finding under the issues in the reference.

Award passed accordingly.

Given under my hand and the seal of the Tribunal, this the 27th day of July, 1967.

(Sd.) M. NAJMUDDIN,
Industrial Tribunal.

APPENDIX OF EVIDENCE Witnesses examined for

<i>Workmen:</i>	<i>Employers.</i>
W.W.1: Ch. RAJANARSU.	M.W.1: R. P. D. CHOUDHARY.

Documents exhibited for Workmen:

Nil

Documents exhibited for Employers:

Ex. M1: Survey Sketch of the location.

Ex. M2: Venkatachalam Award.

Ex. M3: Memo. of Settlement dated 9th March 1965 between the workmen and the Management of S.C. Co. Ltd., with regard to jungle allowance.

(Sd.) M. NAJMUDDIN,
Industrial Tribunal.
[No. 7/46/66-LRII.]

New Delhi, the 9th August 1967

S.O. 2835.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the Industrial Dispute between the employers in relation to the South Govindpur Colliery, Post Office Katrasgarh, District Dhanbad, and their workmen, which was received by the Central Government on the 7th August, 1967.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR**

Camp at Bokaro

Dated July 24, 1967

PRESENT:

Sri G. C. Agarwala—*Presiding Officer.*

REFERENCE No. 110 of 1964 (DHANBAD TRIBUNAL)

REFERENCE No. CGIT/IC(R)(50)/67 (JABALPUR TRIBUNAL)

In the matter of an Industrial Dispute between the workmen and the employers of the concern known as South Govindpur Colliery, P.O. Katrasgarh, District Dhanbad (Bihar).

APPEARANCES:

For the Employers—Sri S. S. Mukerjee, Advocate authorised representative of the Colliery.

For the Workmen—None.

INDUSTRY: Coal Mine.

DISTRICT: Dhanbad (Bihar).

AWARD

By Notification No. 2/95/64-LRIL, dated 11th September, 1964 the following matter of dispute as stated in the Schedule to the order of reference was referred to Central Government Industrial Tribunal, Dhanbad for adjudication, from where it was transferred to this Tribunal by Notification No. 8/25/67-LRIL, dated 25th April, 1967:—

SCHEDULE

- (1) Whether the management of South Govindpur Colliery, Post Office Katrasgarh, District Dhanbad is justified in rendering idle Shri Lakhan Lal Agarwala and Sri Murali Prasad, Fireman with effect from 7th June, 1964 and 8th June, 1964 respectively?
- (2) If not to what relief are the workmen entitled?

For the employers S/Shri H. I. Pathak as Owner and G. H. Pathak as Agent were arrayed as parties on behalf of the management in the order of reference. The Union concerned was Mazdoor Congress Sangh, Bihar, Camp Jorapokhar No. 1, P.O. Jealgora.

No statements of claim were filed before the Dhanbad Tribunal. After transfer of the proceedings to this Tribunal usual notices were issued. The Union remained absent throughout despite three opportunities given. On behalf of the employers written statement was filed on 30th June, 1967. A last and final opportunity was given to Union for filing statement of claims at Dhanbad where the case was taken up on 20th July, 1967. On behalf of the Union an application signed by Sri B. N. Sharma, President, Congress Mazdoor Sangh was left intimating that the two concerned workmen S/Shri Lakhan Lal Agarwala and Murali Prasad took away relevant papers from him on 29th May, 1966 without leaving any address. He, therefore, intimated that it was not possible for him to proceed with the case. Obviously, the Union ceased to take interest in the dispute. There was no option but to proceed *ex-parte*. The management examined one witness, Sri V. H. Thakkar, Manager, and filed one document Ex. E/1.

The management raised a preliminary objection that the dispute was not an industrial dispute inasmuch as they were not aware if the two concerned workmen were members of the Union on the relevant date and therefore the Union was not competent to sponsor the dispute. Such a plea is not open to management they having not disputed the capacity of the Union to raise an industrial dispute before the Conciliation Officer. The burden of proof was on the management to show that the dispute was not an industrial dispute which they have failed to discharge. The plea is, therefore, overruled.

Coming to the merits of the case, the management pleaded that both these workers were working at Seam No. 10 where the Boiler went out of order. They were, therefore, transferred to Seam No. 15 Bottom. After Seam No. 10 became in order they were again transferred to the said Seam but they did not report there for duty and themselves chose to be absent, Lakhan Lal Agarwala from 7th June, 1964 and Murali Prasad from 8th June, 1964. In a nutshell their case is that they did not make the two workmen idle but the workers themselves abandoned employment. These facts have been stated by Sri Thakkar on oath and there is no reason to doubt the veracity. He has further stated that Sri Murali Prasad settled his account and took away payment on 14th September, 1964 in support of which relevant voucher Ex. E/1 is filed. The other workman Sri Lakhan Lal Agarwala did not come at any time after 7th June, 1964. He is working in another colliery. With this un rebutted evidence, it has to be held that the management did not render S/Sri Lakhan Lal and Murali Prasad Fireman

idle with effect from 7th June, 1964 and 8th June, 1964 respectively but they themselves left employment. The reference is answered accordingly. No Order for costs.

(Sd.) G. C. AGARWALA,
Presiding Officer.

24-7-1967.

[No. 2/95/64-LRII.]

S.O. 2836.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the West Bokaro Colliery of Messrs West Bokaro Limited, Post Office Ghatotand, District Hazaribagh and their workmen, which was received by the Central Government on the 7th August, 1967.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR**

Camp at Bokaro

Dated, July 24, 1967

PRESENT:

Sri G. C. Agarwala—*Presiding Officer.*

REFERENCE No. 53 OF 1964 (DHANBAD TRIBUNAL)

REFERENCE No. CGIT/LC(R)(28)/67 (JABALPUR TRIBUNAL)

In the matter of an Industrial Dispute between the workmen and the employers of the concern known as West Bokaro Colliery of Messrs West Bokaro Limited, P.O. Ghatotand, District Hazaribagh (Bihar).

APPEARANCES:

For the Employers—Sri R. Choudhury, Manager of the Colliery.

For the Workmen—S/Sri Ramashish Thakur and Damodar Pandey for the Union, Colliery Mazdoor Sangh.

INDUSTRY: Coal Mine.

DISTRICT: Hazaribagh (Bihar).

AWARD

By Notification No. 2/37/64-LRII, dated 5th May, 1964 the following matter of dispute as stated in the schedule to the order of reference was referred to Central Government Industrial Tribunal, Dhanbad for adjudication from where the case was transferred to this Tribunal by Notification No. 8/25/67-LRII, dated 25th April, 1967:—

Matter of Dispute

Whether the management of the West Bokaro Colliery is justified in reverting S. K. Sarkar, Sohan Singh and Kishan Singh, from the posts of Senior Shift Supervisors to those of washery mechanics? If not, to what relief are the workmen entitled?

The parties filed their statements of claims before the Dhanbad Tribunal. Rejoinders were, however, filed before this Tribunal and on the basis of pleadings certain issues were framed on 7th June, 1967. On this date of hearing, the parties compromised the dispute and filed a compromise petition, terms of which are reproduced in the annexure. The dispute relates to three workmen who claim to have been Senior Shift Supervisors. It was alleged by the Union that they have been denied promotion and have been reverted to work as Washery Mechanics. The management contended that they have reorganised the Coal Washery Plant complements and instead of having Shift Supervisors or Senior Shift Supervisors they are going to have Foreman in the General Shift and Assistant Foreman in higher grades. The three concerned workmen were not qualified to hold the post of Foreman or Assistant Foreman. Consequently, they were kept as Washery Mechanics but in the higher grade of category IX which is the grade of Supervisors. By the terms of settlement, the management have agreed to retain the designation

of Shift Supervisors for the only three workmen and have further agreed to give higher grade of Rs. 85—5—115—5—150. They would, however, be paid the maximum of Rs. 150 p.m. The terms of settlement is fair for both the parties and have been accepted. An Award is recorded in terms of paragraphs 1 to 3 of the petition. Statements contained in paragraphs 4 to 6 of the petition are outside the scope of reference and relate to other categories of workmen having no bearing with this case.

(Sd.) G. C. AGARWALA.
Presiding Officer.
24-7-1967.

ANNEXURE

Memorandum of Statement

BETWEEN

The Management of M/s. West Bokaro Limited.

AND

Their Workmen represented by the Colliery Mazdoor Sangh.

PRESENT:

- | | | |
|--------------------------|---|--------------------------|
| (1) Mr. F. S. Watcha | } | Representing Management |
| (2) Mr. R. Choudhuri | | |
| (3) Mr. M. V. Rao | | |
| (4) Mr. Damodar Pandey | } | Representing the Workmen |
| (5) Mr. Ramashish Thakur | | |
| (6) Mr. Ramker Singh | | |
| (7) Mr. Kishan Singh | } | Concerned Workmen |
| (8) Mr. Sohan Singh | | |
| (9) Mr. S. K. Sirkar. | | |

Short Recital of the Case:—

The main dispute for which Reference No. 53 of 1964 was made before the Honourable Presiding Officer, Central Government Industrial Tribunal, Dhanbad, is as follows:—

“Whether the Management of the West Bokaro Colliery is justified in reverting Shri S. K. Sirkar, Shri Sohan Singh and Shri Kishan Singh from the posts of Senior Shift Supervisors to those of Washery Mechanics. If not, to what relief are the workmen entitled.”

The matter was discussed between the parties concerned on 23rd July, 1967 and the following settlement arrived at:—

Terms of Settlement

- (1) The Management agreed to re-designate Shri Sohan Singh and Shri S. K. Sirkar as Shift Supervisors.
- (2) It is agreed that all the three persons—Shri Kishan Singh, Shri Sohan Singh and Shri S. K. Sirkar, who will from now onwards be working as Shift Supervisors, will be working in the grade of Rs. 85-5-113-5-150 and will be placed at Rs 150 per month.
- (3) The Acting Allowance paid to Shri Sohan Singh and Shri S. K. Sirkar will henceforth be stopped.
- (4) The position of the Washery Mechanic, next to that of Shift Supervisors, will be in Category IX. The persons who have been continuously acting in the position of Washery Mechanic will be confirmed in Category IX as Washery Mechanics
- (5) The workmen at present working continuously on a step up rate in the vacancies of Machinery Mechanic, Relieving Operator, Cone Operator and Picking-belt Khalasi, will be confirmed in Categories in which they are acting.

(6) This agreement will take effect from the 1st July, 1967.

*Signature of the
Representatives of the
Management*

1. (Sd.) Illegible.
2. (Sd.) Illegible.
3. (Sd.) Illegible.

Witness :

1. (Sd.) RAMENDRA NATH BHATTACHARJEE.
2. (Sd.) Illegible.

(Sd.) R. CHOUDHURY.
24-7-1967.

Ghatotand, dated the 23rd July, 1967.

*Signature of the
Representatives of Workmen
and Workmen concerned.*

1. (Sd.) Illegible.
2. (Sd.) Illegible.
3. (Sd.) Illegible.
4. (Sd.) Illegible.
5. (Sd.) SOHAN SINGH.
6. (Sd.) SUDHIR KUMAR SARKAR.

(Sd.) DAMODAR PANDEY.
24-7-1967.

Verified before me

(Sd.) G. C. AGARWALA,

Presiding Officer.
Central Government Industrial
Tribunal-cum-Labour-Court, Jabalpur.

Part of Award.

(Sd.) G. C. AGARWALA,

Presiding Officer.
[No. 2/37/64-LRII.]

S.O. 2837.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Andhra Pradesh, Hyderabad, in the industrial dispute between the employers in relation to the Singareni Collieries Company Limited, Belampalli Division and their workmen, which was received by the Central Government on the 5th August, 1967.

BEFORE THE INDUSTRIAL TRIBUNAL (C), ANDHRA PRADESH, HYDERABAD

PRESENT :

Sri Mohammad Najmuddin, M.A., B.L., Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 13 of 1966

BETWEEN :

Workmen of M/s. Singareni Collieries Co. Ltd., Belampalli.

AND

Employers of M/s. Singareni Collieries Co. Ltd., Belampalli.

APPEARANCES :

Sri A. Reghuramulu, Vice-President Andhra Pradesh Colliery Mazdoor Sangh, for workmen.

Sri M. Shyam Mohan, Personnel Officer, for Employers.

AWARD

The Government of India in its Ministry of Labour and Employment had, by Order No. 7/31/65-LRII, dated 11th February, 1966, referred this case to me for adjudication. The issue as per schedule annexed to the Notification is this:

Whether the management of Singareni Collieries Company Limited is justified in reducing the strength of Coal Cutters from five to four in a gang in their new mines in the Mandamari Division including the Ramakrishnapur area?

If not, to what relief are the Coal Cutters entitled?

2. The Andhra Pradesh Colliery Mazdoor Sangh is party to the reference. The statement of claims was filed by and under the signature of Mr. S. Narayana Reddy, who was at that time General Secretary of the Mazdoor Sangh. The Management filed counter. The dispute stood posted to this day for enquiry. Mr. Raghuramulu the Vice-President of the Mazdoor Sangh representing the claimants and Mr. Shyam Mohan the Personnel Officer representing the Management, are present. They filed a Memorandum of Settlement in this dispute. It is dated 31st July 1967. It is signed by Mr. A. Raghuramulu and by Mr. S. Narayana Reddy representing the workmen. Mr. B. G. Pradhan, Deputy General Manager, and Mr. Shyam Mohan have signed it representing the Management. Two witnesses, Mr. George and Mr. N. V. N. Chary, have attested it. I have perused the terms of settlement. It is fair and equitable between the parties.

3. Award is herewith passed in terms of the Memorandum of Settlement, dated 31st July, 1967, a copy whereof is appended hereto.

Given under my hand and the seal of the Tribunal, this the 2nd day of August, 1967.

(Sd.) M. NAJMUDDIN,
Industrial Tribunal.

Memorandum of Settlement arrived at between the management of Singareni Collieries Company Limited, Belampalli group of mines and their workmen represented by Andhra Pradesh Colliery Mazdoor Sangh under Industrial Disputes Act, 1947 on 31st July, 1967 in the office of the Deputy General Manager, Belampalli Collieries

NAMES OF PARTIES

Representing Management

1. Sri B. G. Pradhan, Dy. General Manager.
2. Sri M. Shyam Mohan Personnel Officer

Representing Workmen

1. Sri S. Narayana Reddy, Vice-President, State INTUC.
2. Sri A. Raghuramulu, Vice-President, Andhra Pradesh Colliery Mazdoor Sangh.

Short recital of the case

The Andhra Pradesh Colliery Mazdoor Sangh in their letter No. APCMS/60/65, dated 6th October, 1965 represented that the service conditions of the Coal Cutters in Mandamari and Ramkrishnapur divisions were changed by reducing the number of persons of the gangs by entering into an agreement with a Union. The dispute was taken up for conciliation on 12th November, 1965 and the discussions ended in failure. The matter was referred for adjudication by the Government of India through Notification No. 7/31/65-LR-II, dated 11th February, 1966 and it was registered as I.D. No. 13/1966 by the Industrial Tribunal (Central) at Hyderabad. With a view to arrive at an amicable settlement, discussions were again conducted between the management and the Union on 31st July, 1967. In view of the detailed discussions, the parties have agreed to the following terms:—

Terms of Settlement

1. There are 4-man gangs of Coal Cutters in all the mines, old and new, in Kothagudum and Yellandu Collieries since several years. Similarly, except the older mines in Belampalli and except for No. 4 seam workings in K.K. 1 Incline and K.K. 2 Incline of Mandamari Division 4-man teams were introduced in all the divisions of Belampalli group of mines including Ramagundam since 1962. It was also decided in 1962 that in all the new mines in any of the divisions of the Collieries not more than 4 Coal Cutters should be employed in a Coal Cutting team. In view of the fact that it is in the national interest to increase the productivity of labour in coal mines and not only 4-man teams are working in majority of our mines, it is necessary to continue to have 4-man teams in all the mines of Singareni Collieries Company Limited. In view of this position which was explained during the discussions, the Union has agreed to the continuance of 4-man teams at all the mines in order to achieve productivity and uniformity.

2. The management have already introduced incentive schemes for Coal Cutters of RK. No. 1 Incline and RK. No. 3 Incline with effect from 1st December, 1965. Similarly, they have introduced incentive schemes in respect of Coal Cutters of K.K. No. 5 Incline with effect from July, 1965. It is now agreed by the management to pay a lumpsum payment of Rs. 30 to each Coal Cutter in service on and from 1st January, 1965 in full and final settlement of all their claims in respect of mines in Ramkrishnapur and K.K. 5 Incline of Mandamari Divisions.

3. The management agreed to pay the arrears due under this settlement within a period of 2 months from the date of settlement.

4. It is agreed to pay Rs. 100 towards Court expenses of the Union.

5. All the claims put forth by the Andhra Pradesh Colliery Mazdoor Sangh in the dispute and the issues raised by them thus stand fully and amicably settled.

6. Both the parties agreed to pray the Hon'ble Tribunal (Central), Andhra Pradesh, Hyderabad regarding this settlement of compromise and pass an award in terms of this settlement.

Signatures of Parties:

Representing management.

(Sd.) B. G. PRADHAN.

(Sd.) M. SHYAM MOHAN.

Representing workmen

(Sd.) S. NARAYANA REDDY.

(Sd.) A. RAGHURAMULU.

Witnesses:

1. (Sd.) T. P. MULLAR GEORGE.

2. (Sd.) N. V. N. CHARI.

Belampalli Collieries,

Dated: 31st July, 1967.

(Sd.) M. NAJMUDDIN.

Industrial Tribunal.

[No. 7/31/65-LRII]

S.O. 2838.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relations to the Kendwadih Colliery of M/s Hurriladih Coal Company Ltd., Post Office Bhaga, District Dhanbad, and their workmen, which was received by the Central Government on the 7th August, 1967

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM
LABOUR COURT, JABALPUR

Camp at Ranchi

Dated the July 25, 1967.

PRESENT:

Sri G. C. Agarwala—*Presiding Officer.*

REFERENCE No. 40 OF 1964 (DHANBAD TRIBUNAL)

REFERENCE No. CGIT/LC(R) (21/67 (JABALPUR TRIBUNAL)

In the matter of an industrial dispute between the workmen and the employers of the concern known as Kendwadih Colliery of Messrs Hurriladih Coal Company Limited, Post Office Bhaga, District Dhanbad (Bihar).

APPEARANCES:

For the Employers—Sri A. D. Shukla, Group Personnel Officer of the Company.

For the Workmen—Sri P. B. Chaudhury, Central Executive Member, Colliery Staff Association, Begunia, P.O. Barakar, District Burdwan.

INDUSTRY: Coal Mine.

DISTRICT: Dhanbad (Bihar).

AWARD

By Notification No. 2/23/64-LR-II, dated 2nd April, 1964 the following matter of dispute as stated in the schedule to the order of reference was referred to Central Government Industrial Tribunal, Dhanbad, for adjudication from where the case was transferred to this Tribunal by Notification No. 8/25/67-LR-II, dated 25th April, 1967.

Matter of Dispute

Whether the dismissal of Sri Jugal Shaw, Chaprasi, of Kendwadih Colliery of Messrs Hurriladih Coal Company Limited, Post Office Bhaga (District Dhanbad) with effect from the 30th September, 1963, by the management was justified? If not, to what relief is he entitled?

The above stated dispute was sponsored by the Colliery Staff Association of the concerned and which has resulted in this reference. Neither party filed their statements of claim before the Dhanbad Tribunal as required by Rule 10B of I.D. (Central) Rules though the case had been pending before the said Tribunal since 9th April, 1964.

After the case was transferred to this Tribunal and usual notices were issued, parties took time on the first date. The Union submitted a written statement on 24th June, 1967 but the management failed to do so with the result that it was ordered to proceed ex parte. When the case was taken up for ex-parte hearing at Dhanbad on 19th July, 1967 it transpired that they had sent an application for time to file their written statement which it appeared did not reach the Tribunal on the date fixed i.e. 24th June, 1967. An ex parte order against the management was, therefore, recorded but it was set aside on filing of an affidavit and payment of costs of Rs. 25 which were ordered to be paid to the Union. This they did on 22nd July, 1967 and filed their written statement. The Colliery, it may be mentioned, is closed since 24th October, 1966. The workman was chargesheeted for negligence in his duty inasmuch as during his duty hours there was a theft of 18 pounds of rails. After the proper enquiry he was dismissed from service. It appears, however, that before the closure of the colliery and the case could come up for hearing a settlement was brought about between the management and another Union, Colliery Mazdoor Sangh on 8th January, 1965. A true copy of the terms of settlement has been filed with an affidavit, the original being in the head office and is reproduced as annexure to this award. As the terms of settlement would show the workman was reinstated and was paid five months salary as an ex-gratia payment. He appears to have continued in the service till the colliery was closed. In view of this position the representative of the Union, Colliery Staff Association, stated at the time of hearing that he would not press the dispute and would only request for costs proceedings. The dispute having gone in favour of the workmen in material respect is decided in terms of settlement. The Union is certainly entitled to costs because the management was not justified to enter into a settlement with another Union when they knew that the dispute had been raised by this Union as far back as November, 1963. This Union, Colliery Staff Association, Branch Office, Jharla, will therefore, be entitled to Rs 50 as costs of proceedings from the management.

(Sd.) G. C. AGARWALA,
Presiding Officer.
25-7-1967.

ANNEXURE

Memorandum of Settlement

Representing Workmen.—Shri S. P. Singh, Secretary, Colliery Mazdoor Sangh.

Representing the Employers.—Shri O. P. Verma, Chief Personnel Officer, The Hurriladih Coal Co., Ltd.

Short Recital of the Case

On the night of 10th August, 1963 during duty hours of Sri Jugal Saw, depot peon of Kendwadih Colliery, 3 Nos. of Rails each 18 lbs were stolen from the depot and Sri Jugal Saw was therefore chargesheeted vide chargesheet No. CS/49/63, dated 12th August, 1963 for his negligence of duty. As the reply submitted by Sri Jugal Saw was found to be not satisfactory, an enquiry into the matter was conducted in which Sri Jugal Saw was given every chance to defend himself. In the enquiry the charge levelled against him was established and Sri Jugal Saw was dismissed from the service of the Company after having approval of the Director. A dispute was raised by the recognised Union.

Terms of Settlement

- (1) He will be re-instated with immediate effect. The entire period of his absence will be treated as leave without pay.

(2) He will be paid 5 months salary as ex-gratia.

Representing the Employers:

(Sd.) O. P. VARMA,
Chief Personnel Officer
The Hurriladih Coal Co. Ltd.

Representing the Workmen:

(Sd.) S. P. SINGH,
Secretary,
Colliery Mazdoor Sangh.

Dated the 8th January, 1965

Witnesses:

1. (Sd.) S. K. GHATAK.
2. (Sd.) Illegible.

Part of Award

(Sd.) G. C. AGARWALA,
Presiding Officer.
Industrial Tribunal Cum Labour Court,
(Central) Jabalpur.

25-7-1967

[No. 2/23/64-LR-II.]

S.O. 2839.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Kendwadih Colliery of Messrs Haruladih Coal Company Limited, Post Office Bhaga, District Dhanbad and their workmen, which was received by the Central Government on the 7th August, 1967.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR

Camp at Ranchi

Dated July 26, 1967

PRESENT:

Sri G. C. Agarwala—Presiding Officer.

REFERENCE NO. 112 OF 1964 (DHANBAD TRIBUNAL)

REFERENCE NO. CGIT/LC(R) (52)/67 (JABALPUR TRIBUNAL)

In the matter of an industrial dispute between the workmen and the employers of the concern known as M/s. Kendwadih Colliery of M/s. Haruladih Coal Co. Ltd. P.O. Bhaga Distt. Dhanbad.

APPEARANCES:

For the employers.—S/Sri A. D. Shukla and S. S. Kapoor, Authorised Representatives.

For the workmen.—S/Sri P. V. Chowdhary and S. K. Mukerjee for the Union, Colliery Staff Association, P.O. Jharia, Distt. Dhanbad.

INDUSTRY: Coal Mine.

DISTRICT: Dhanbad (Bihar).

AWARD

By Notification No. 2/96/64-LRII dated 22nd September, 1964, the following matter of dispute as stated in the schedule to the order of reference was referred to the Central Government Industrial Tribunal, Dhanbad, for adjudication by the Ministry of Labour & Employment. Government of India :—

Matter of Dispute

“Whether the termination of the services of Shri Nathuni Singh, underground traffic, by the Manager of Kendwadih Colliery of Messrs Haruladih Coal Company Limited, Post Office Bhaga, District Dhanbad through his letter dated the 3rd December 1963, was justified? If not, to what relief is the workman entitled?”

The case remained pending before the Dhanbad Tribunal from 28th September 1964, till it was transferred to this Tribunal by Notification No. 8/25/67-LRII dated 25th April, 1967.

The parties filed their statements of claim before the Dhanbad Tribunal. On issue of first notice by this Tribunal it was intimated by the Union that the Colliery had been closed and they wanted another date. On the next date of hearing at Dhanbad representatives of both parties appeared and filed a compromise petition, terms of which are reproduced in the annexure. The petition was duly verified before me. The dispute relates to the termination of service of a single workman. The management agreed to pay him a sum of Rs. 2000/- by or before 10th August, 1967 and the Union agreed to treat the termination as legal and valid on the management doing so. This is a fair and satisfactory settlement for both sides and is accepted. An award in terms of compromise settlement is therefore, recorded.

(Sd.) G. C. AGARWALA,
Presiding Officer
26-7-67.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR
Camp: at Dhanbad

REFERENCE No. C.G.I.T./L.C.(R)/52 of 1967.

BETWEEN:

Employers in relation to M/s. Hariladhi Coal Co. Ltd. (Kendwadhi Colliery)
AND

Their workmen.

Both the parties beg to submit:—

(1) That this reference in which the workman involved is Nathuni Singh is fixed for hearing to-day.

(2) That this Industrial dispute has been amicably settled between the parties as per following terms:—

(a) That the management agrees to pay to the workmen Nathuni Singh the sum of Rs. 2000/- (Two thousand) only in full satisfaction of all his claims whatsoever.

(b) That the union agrees to treat the termination of the employment of the workman Nathuni Singh as legal and valid.

(c) That the management agrees to pay the said amount of Rs. 2000/- to the workmen on or before 10th August 1967.

(3) That the parties shall bear their respective costs.

In the circumstances it is humbly prayed that your honour may please to pass an award in the terms of the aforesaid settlement.

For the Employers:

1. (Sd.) S. D. SHUKLA,
22-7-67.

For Workmen:
(Sd.) S. K. MUKHERJEE,
Advocate
22-7-67.

2. (Sd.) S. S. KAPOOR,
Advocate

(Sd.) P. B. CHOWDHARY,
22-7-67
(Sd.) NATHUNI SINGH.

Presented and verified before me.

(Sd.) G. C. AGARWALA,
Presiding Officer.

Industrial Tribunal-cum-Labour Court
(Central), Jabalpur.

Part of Award.

(Sd.) G. C. AGARWALA,
Presiding Officer.

Industrial Tribunal-Cum-Labour Court,
(Central) Jabalpur.

26-7-67.

[No. 2/96/64-LRII.]

New Delhi, the 10th August 1967

S.O. 2840.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Bhatdee Colliery of Messrs Bengal Bhatdee Coal Co. Ltd. (Post office Mohuda, District Dhanbad), and their workmen, which was received by the Central Government on the 7th August, 1967.

**BEFORE THE GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR.
CAMP AT DHANBAD**

Dated the 20th July 1967

Sri G. C. Agarwala.—Presiding Officer.

REFERENCE No. 6 OF 1965 (DHANBAD TRIBUNAL)

REFERENCE No. CGIT/LC(R) (74)/67 (JABALPUR TRIBUNAL)

In the matter of an industrial dispute between the workmen and the employers of the concern known as Bhatdee Colliery of Messrs Bengal Bhatdee Coal Company Limited (Post Office, Mohuda, District Dhanbad).

APPEARANCES:

For the employers.—Sri K. V. Aiyer, Deputy Labour Adviser of the Company.

For the workmen.—Sri S. V. Acharior, General Secretary, Hindustan Khan Mazdoor Sangh, H. O. Murulidih (Regd. No. 111).

INDUSTRY: Coal Mine.

DISTRICT: Dhanbad (Bihar).

AWARD

By Notification No. 2/138/64-LR.II dated 26th December, 1964 the Ministry of Labour & Employment referred the following matter of dispute as stated in the Schedule to the order of reference, to the Central Government Industrial Tribunal, Dhanbad:

SCHEDULE

Whether the management of the Bhatdee Colliery of Messrs Bengal Bhatdee Coal Company Limited were justified in Suspending Shri Harilal Mahato, Assistant Electrician from the 6th July, 1964 to the 11th July, 1964?

If not, to what relief is the workman entitled?

The case remained pending before the Dhanbad Tribunal from the 6th January, 1965 till it was transferred to this Tribunal vide Notification N. 8/25/67-LR-II dated the 25th April, 1967.

After the issue of usual notices to the parties they intimated that the dispute has been settled and a compromise petition was received by post, terms of which are reproduced in the annexure. They, however, did not appear for verification of the petition inspite of notice and have preferred to remain absent. The disputed matter is a simple one relating to suspension of a single workman from 6th July, 1964 to 11th July, 1964. As terms of compromise petition would show the management have agreed to withdraw the suspension order and pay wages to the workman concerned for that period together with attendant benefits. The settlement is entirely in favour of the workman concerned and is accepted. An award is recorded in terms thereof.

(Sd.) G. C. AGARWALA,
Presiding Officer.

Central Govt. Industrial Tribunal-
cum-Labour Court, Jabalpur.
Camp at Dhanbad.

The 20th July, 1967.

NOTE.—It may be mentioned that after the award was dictated but before it could be transcribed representatives of parties appeared and verified the terms of compromise petition before me at the close of the day.

(Sd.) G. C. AGARWALA,
Presiding Officer.

The 20th July, 1967.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR.

Camp: 23A, Church Lane, Bund Road, Allahabad.

REFERENCE No. 6 of 1965, (DHANBAD TRIBUNAL)

REFERENCE No. 74 of 1967 (JABALPUR TRIBUNAL)

PARTIES:

Employers in relation to—Bhatdee Colliery, P.O. Mohuda, (Dhanbad).

AND

Their Workman represented by The Hindustan Khan Mazdoor Sangh, P.O. Mohuda (Dhanbad).

In the matter of Notice No. CGIT/LC(R) (74) /67 dated 22nd May, 1967.

The parties to the dispute most respectfully submit the following:—

(1) The present dispute is fixed for preliminary hearing at Allahabad on the 17th June, 1967, and parties have sent a joint telegram today reading as under:

(Reference 6 of 1965 Amicable Settlement Harilal Mahato Bhatdee Colliery Posted Pray Award Accordingly.

(2) That as a result of bilateral talks between the management and the workmen's Representative the above cited dispute has been amicably resolved on the following terms and conditions:—

(A) The management withdraws the orders of suspension on Shri Harilal Mahato, Asstt. Electrician, from 6th July, 1964, to 11th July, 1964. The workman shall be paid wages for the period of suspension, and the period will count as days of work for all purposes and facilities.

(B) The period 25th April, 1964, upto 27th May, 1964, will be regularised as extension of leave and shall count as authorised leave for purposes of the Coal Mines Bonus Scheme and also for purposes of Sick Khoraki to the extents that are permissible under the Coal Mines Bonus Scheme and the Das Gupta Arbitration Award, respectively.

(C) The above terms of settlement have been arrived at without prejudice to the respective contentions of both the parties at the beginning of the controversy and during conciliation proceedings which led to the present Reference before the Hon'ble Tribunal. Both parties are confident that this settlement will serve to further strengthen the cordial industrial relations that are obtaining at the Colliery.

(D) The payment of wages for the suspension period, bonus and sick Khoraki will be made to the workman on or before the 8th July, 1967.

(E) The parties most respectfully pray that the Hon'ble Tribunal may be pleased to make an award in terms of this amicable settlement.

For Workman:

For Hindustan Khan Mazdoor Sangh.

Sd./- S. V. ACHARIOR,

General Secretary.

Dated: 15-6-1967.

For Employers:

For Bengal Bhatdee Coal Co., Ltd.

Sd./- Illegible

Director.

Verified

Sd./- S. V. ACHARIOR,
20-7-1967.

Sd./- K. V. AIYER,
20-7-1967.

Sd./- G. C. AGARWALA,
Presiding Officer.
20-7-1967.

Part of Award

Sd./- G. C. AGARWALA,
Presiding Officer.
20-7-1967.

[No. 2/138/64-LRII.]

S.O. 2841.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the K. P. Dobary Colliery, P.O. Jharia, District Dhanbad, and their workmen, which was received by the Central Government on the 7th August, 1967.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR

Camp at Ranchi.

Dated July 26, 1967.

PRESENT:

Sri G. C. Agarwala.—*Presiding Officer.*

REFERENCE No. 1/65 (DHANBAD TRIBUNAL)

REFERENCE No. CGIT/LC(R) (76)/67 (JABALPUR TRIBUNAL).

In the matter of an industrial dispute between the workmen and the employers of the concern K. P. Dobari Colliery, P.O. Jharia, District Dhanbad (Bihar).

APPEARANCES:

For the employers.—Sri Jagdish Chandra, Partner.

For the workmen.—Sri S. K. Rai, General Secretary, Krantikari Koyala Mazdoor Sangh.

INDUSTRY: Coal Mine.

DISTRICT: Dhanbad (Bihar).

AWARD

By Notification No. 1/25/64-LRII dated 23rd December, 1964, the following matter of dispute as stated in the schedule to the order of reference was referred to the Central Government Industrial Tribunal, Dhanbad for adjudication from where the case was transferred to this Tribunal by Notification No. 8/25/67-LRII dated 25th April, 1967:—

Matter of Dispute.

Whether the stoppage of work of the following workmen by the management of the K. P. Dobari Colliery with effect from the 19th April, 1964 and again from the 24th June, 1964, was justified?

1. Shri Bira Roy, Miner.
2. Shri Jhabbu Kora, Miner.
3. Shri Biju Kora, Miner
4. Shri Hiru Kora, Miner.
5. Shri Gopal Kora, Miner.

The statement of claims was filed on behalf of the workmen before the Dhanbad Tribunal. The employers filed their written statement before this Tribunal on 13th June 1967 when certain issues were framed in the case. On this date of hearing representatives of both parties appeared and filed a compromise petition which has been duly verified before me. The terms of settlement are reproduced in the annexure. The dispute relates to lay-off of five workmen with effect from 19th April, 1964. One of them Bira Roy has already accepted full and final settlement and therefore the dispute regarding him was not pressed. For the remaining four, the management has agreed to make an *ex-gratia* payment of a lump sum of Rs. 500/- to each workman and has further agreed to reemploy them with effect from 8th June 1967 with continuity of service. This compromise petition is dated 5th June 1967 although presented before me today i.e. 26th July 1967. The representatives of both sides state that in terms of the settlement the remaining four workmen, Jhabbu Kora, Biju Kora, Hiru Kora and Gopal Kora, have been given employment as Miners from 8th June 1967. The dispute is thus satisfactorily resolved and an award is recorded in terms of settlement.

(Sd.) G. C. AGARWALA,
Presiding Officer.

— 26-7-67.

ANNEXURE
BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL-CUM-
JABALPUR

REFERENCE No. CGIT/LC(R) (76) /67

(DHANBAD TRIBUNAL REFERENCE No 1 OF 1965)

Employers in relation to K. P. Dobary Colliery

AND

Their workmen.

The humble petition on behalf of the abovenamed parties beg to submit as follows:

(1) That without prejudice to the contentions in the written statement, the dispute has been amicably settled between the parties.

(2) That Sri Biru Roy, one of the workmen concerned has already left the colliery. He is no longer interested in the works in the colliery and as such the dispute on his behalf is dropped.

(3) That it has been agreed that the employers will make an *ex-gratia* lump sum payment of Rs. 500/- (five hundred) only to each of the remaining 4 workmen, namely, Jhabbu Kora, Hiru Kora, Buju Kora and Gopal Kora in full and final payment upto the date of their re-instatement.

(4) That the above 4 workmen will be reinstated in their former job as miners and they are to report for duties by 8th June 1967.

(5) That the periods for which the above 4 workmen had been out of employment till their date of joining will not constitute any break in their service and they will be treated as if they were on leave without wage.

It is therefore humbly prayed that the above Reference may be disposed of on the terms aforesaid and an Award passed accordingly.

(Sd.) SHEO KUMAR RAI

5-6-67

Representing the workmen.
Workmen.

1. L.T.I. (JHABU KORA)

2. L.T.I. (HIRA KORA)

3. L.T.I. (BUJU KORA)

4. L.T.I. (GOPAL KORA)

(Sd.) JAGDISH CHANDRA

5-6-67

For Employers.

(Sd.) S. K. RAI,

General Secretary,

K.K.M.S.

(Sd.) JAGDISH CHANDRA,

Partner.

26-7-67.

Presented and Verified before me.

(Sd.) G. C. AGARWALA,
Presiding Officer.
26-7-67.

Part of Award

(Sd.) G. C. AGARWALA,
Presiding Officer.
26-7-67.

[No. 1/25/64-LRII.]

S.O. 2842.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Lachmi Colliery of Messrs Lachmi Coal Company Limited, Post Office Patherdih, District Dhanbad, and their workmen, which was received by the Central Government on the 7th August, 1967.

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR**

Camp at Ranchi

Dated July 27, 1967

PRESENT:

Sri G. C. Agarwala—Presiding Officer.

REFERENCE No. 66 OF 1964 (DHANBAD TRIBUNAL)

REFERENCE No. CGIT/LC(R) (33)/67 (JABALPUR TRIBUNAL)

In the matter of an industrial dispute between the workmen and the employers of the concern known as Lachmi Colliery of M/s Lachmi Coal Company Limited, Post Office Patherdih, District Dhanbad (Bihar).

APPEARANCES:

For the employers—Sri Ishwari Prasad Sinha, Authorised Representative of the company.

For the workmen—Sri G. Munshi, General Secretary, Khan Mazdoor Congress.

INDUSTRY: Coal Mine.

DISTRICT: Dhanbad (Bihar).

AWARD

By Notification No. 2/13/64-LR II, dated 16th June 1964, the following matter of dispute as stated in the schedule to the order of reference was referred to Central Government Industrial Tribunal, Dhanbad, for adjudication, from where it was transferred to this Tribunal by Notification No. 8/25/67-LR II, dated 25th April 1967:—

Matter of Dispute

Whether the management of the Lachmi Colliery of Messrs. Lachmi Coal Company Limited, Post Office Pathardih, District Dhanbad, was justified in stopping Shri Mukutdhari Lal, Chaprasi, from work with effect from the 1st November, 1963; if not, to what relief is the workman entitled?

Before the Dhanbad Tribunal the Union alone filed a statement of claim. In this Tribunal, the employers on the first date of hearing requested for time to file written statement which was allowed and on the adjourned date the written statement was filed by the employers. It was stated therein that the matter under dispute has been compromised with the Union, Khan Mazdoor Congress, on 8th November 1965 and all the workmen including the workman concerned were paid their dues. They filed a true copy of the terms of settlement. Since the Union was not present the fact had to be verified and a notice was issued to the Union. On this date, the employers representative filed a compromise petition, terms of which are reproduced in the annexure. The sponsoring Union was Khan Mazdoor Congress and the Colliery was closed. It appeared that the compromise which had been entered into between the Union covered, the claim of the workman, Sri Mukutdhari Lal, Chaprasi. That being so, it is held that since the dispute has been compromised and workman concerned paid, it is unnecessary to record a categorical finding whether stopping from work was or was not justified.

(Sd) G. C. AGARWALA,
Presiding Officer.

27-7-67.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR

CAMP—RANCHI

In the matter of an Industrial Dispute being Reference No. C.G.I.T./
L.C.(R) (33)/67.

BETWEEN

The Employers in relation to Lachmi Colliery of M/s Lachmi Coal Co. Ltd.,
P.O. Patherdih, District Dhanbad.

AND

Their Workmen represented by Khan Mazdoor Congress, P.O. Jharia, Dis-
trict Dhanbad.

On behalf of the Employers, hereinafter referred to as Management—It is respectfully submitted:—

1. That the Management filed their written statement dated 13th July 1967 and that written statement refers to Reference No. 66 of 1964 which was the old number assigned to it and along with that statement a copy of the Compromise Petition dated 8th November 1965 between the Management and the Secretary, Khan Mazdoor Congress was filed.

2. That the Management herewith now file the office copy of the said compromise petition duly bearing the signatures of the representatives of the Management and the Union.

3. That the basis of the said compromise petition was:—

(a) That since the Lachmi Colliery was closed and as such the workmen concerned Shri Mukutdhari Lal, Chaprasi could not be put back on the job, both the Management and the Union agreed to treat his termination of services as discharge simpliciter.

(b) That the Management agreed to pay one month's wages in lieu of notice which have since already been paid along with his other dues.

4. That it is now submitted that your Honour may kindly give your award based on the said compromise petition and the above understanding.

5. That under the circumstances there may not be any direction in the Award as to costs in respect of either party.

It is, therefore, most humbly prayed that your Honour may be graciously pleased to give your Award as prayed for.

And for this act of kindness, Your petitioners, as in duty bound, shall ever pray.

For Employers.

Lachmi Colliery.

(Sd.) RAJNANDAN SAHAI,

Authorised Agent.

Dated 27th July 1967.

Part of Award

(Sd.) G. C. AGARWALA,

Presiding Officer.

Industrial Tribunal-Cum-Labour Court,

(Central) Jabalpur.

27-7-67.

KHAN MAZDOOR CONGRESS

(Registered No. 1070)

Head Office:—

Jharia (Dhanbad).

Branch

Date 8-11-65.

BEFORE THE PRESIDING OFFICER TRIBUNAL (CENTRAL): DHANBAD.

SUB :—*Alleged illegal and unjustified stoppage of work of Chaprasi Sri Mukut Dhari Lal of Lachmi Colliery.*

CASE No. /65

M/s. Lachmi Coal Co. Ltd., Lachmi Colliery, P.O. Patherdih, Dhanbad.

Vs.

Their Workmen, Khadan Mazdoor Congress, Jharia Office, Dhanbad.

Compromise petition on behalf of the above parties most respectfully showeth.

1. That the above industrial dispute has been referred in yours Court.
2. That after the reference of the above case or dispute both the parties mentioned above have arrived at a settlement through the mutual negotiations.
3. We both the parties to the above dispute, pray that our compromise petition may kindly be accepted and the case may please be dropped. Thanking you.

Signature of both the Parties

1st Party

(Sd.) RAJ NANDAN SAHI,
Field Supervisor,
Lachmi Colliery,
P.O. Patherdih,
Dhanbad.

IInd Party.

(Sd.) MAHATTAM SINGH,
Secretary,
Khan Mazdoor Congress,
Jharia Office.

Copy to:

1. The Manager, Lachmi Colliery.
2. General Secretary,
Khan Mazdoor Congress,
Jharia Office.

Part of Award

(Sd.) G. C. AGARWALA,
Presiding Officer.
27-7-67.

[No. 2/13/64-LRII.]

S.O. 2843.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Jambad Kajora Colliery, Post Office Siduli, District Burdwan and their workmen, which was received by the Central Government on the 7th August, 1967.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 63 of 1966

PARTIES:

Employers in relation to the Jambad Kajora Colliery.

AND

Their Workmen.

PRESENT:

Shri S. K. Sen—*Presiding Officer.*

APPEARANCES:

On behalf of Employers—Shri S. S. Mukherjee, Advocate.

On behalf of Workmen—Shri P. Das Gupta, Advocate.

STATE: West Bengal

INDUSTRY: Coal Mines

AWARD

By Order No. 6/90/65/LRII dated 19th October 1965, the Central Government referred for adjudication an industrial dispute between the employers in relation to the Jambad Kajora Colliery P.O. Siduli, Dist Burdwan and their workmen in respect of the matter mentioned in the following schedule:

"Whether the stoppage of work by the management of Jambad Kajora Colliery of their workmen Sarvashri Suraj Paul Koiri and Hiralal Pasi, Pick Miners with effect from the 28th February, 1965 and 3rd March, 1965 respectively was an act of victimisation? If so, to what relief are the workmen entitled?"

2. According to the case of the management, the two workmen Suraj Paul Koiri and Hiralal Pasi were appointed temporarily for a period of two months from 30th December 1964 to 28th February 1965 as Pick Miners for cutting and dressing the sides of pillars to ensure the smooth working of the newly installed endless haulage system in panel No. 7 of the colliery. For that purpose not only these two pick miners but 10 or 15 others were employed for cutting and dressing the sides of the pillar. All these temporary pick miners employed for a period of two months were discharged at the end of the period of their appointment. No dispute was raised on behalf of the other 10 or 15 pick miners who were also discharged at about the same time. The Colliery Mazdoor Sabha raised a dispute on behalf of these two workmen only before the Conciliation Officer, Central, Raniganj alleging that the two permanent pick miners had been victimised as they had become members of the Colliery Mazdoor Sabha and were taking interest in the union and recruiting new members for the union. According to the management, they were not even aware that the two workmen had joined Colliery Mazdoor Sabha, and there was no victimisation but they had been taken in temporary service for a specific purpose and their services were terminated on the expiry of their term, when the work for which they had been specifically engaged had been completed.

3. The employers in this case filed a written statement on 16th March 1966. Long thereafter on 27th October 1966 written statement was filed on behalf of the workmen by the Union, the Colliery Mazdoor Sabha. Therein the Union repeated the allegation which they had made before the Conciliation Officer that the two workmen had been suddenly discharged because they had incurred the displeasure of the management as they recruited other pick miners as members of the union, the Colliery Mazdoor Sabha. The union wanted that the two workmen should be reinstated with back wages.

4. On the first date of hearing, 16th June 1967, the evidence for the management was heard in part in the presence of Shri P. Das Gupta, Advocate, appearing for the union and Sri Das Gupta cross-examined the witness for the management examined on that day. On the prayer of Shri Das Gupta the hearing was adjourned to 2nd August 1967 to enable the union to produce its witnesses as no witness on behalf of the union was present on 16th June 1967. On the adjourned date for hearing, 2nd August 1967, witnesses for the union were again absent and Sri Das Gupta filed another petition for adjournment alleging that a talk for amicable settlement was taking place. But the representative of the management present denied that any talk for settlement was going on. On a previous occasion when the case was fixed for hearing on 27th May 1967, a prayer for adjournment was made by telegram by the union on the alleged ground that the two workmen were seriously ill and could not attend. The management also had asked for adjournment on that day and so the case had been adjourned to 16th June 1967. The prayer for adjournment made on 2nd August 1967 being rejected Shri Parimal Das Gupta withdrew from the case and the hearing of the case was completed ex parte.

5. The management proved by producing the letters of appointment, Ext. A & A1, that Suraj Paul Koiri and Hiralal Pasi were both appointed temporarily from 20th December 1964 to 28th February 1965. The letter of appointment was signed by the Manager, N. B. Mitra and the Recruitment Officer, I. D. Singh. The workman concerned put his thumb impression below the endorsement that the contents of the appointment letter had been explained to him. One witness also on behalf of the workman put his thumb impression on each of the appointment letters. The Manager, N. B. Mitra, examined as MW 1, stated in cross examination that it was explained to the workmen at the time when they were appointed that they were being engaged for the specific purpose of dressing the sides and faces of pillars to clear the way for endless haulage system. It was

suggested to him in cross examination that Hiralal Pasi was previously a permanent employee and that he had a Provident fund number allotted to him. The manager Sri Mitra said that he did not know whether Hiralal Pasi had previously a Provident Fund account. It is however not unlikely that Hiralal Pasi was previously in employment at the colliery before his present appointment with effect from 30th December 1964 because a resignation letter from Hiralal Pasi with the thumb impression of a witness Rajaram was proved in the case and marked as Ext. 3. It is dated 7th June 1964 and it bears the endorsement by the manager, Sri Mitra dated 7th June 1964 that the resignation was accepted. Accordingly even if Hiralal Pasi was in permanent service previously he had submitted resignation in June 1964 and had gone away and thereafter by the appointment letter, Ext. A1, he accepted the temporary appointment for two months from 30th December 1964. In the circumstances, it must be accepted that he was in temporary service when discharged with effect from 3rd March 1965. As to why he was discharged from 3rd March and not 28th February, the manager explained that 1st March was the weekly holiday and Hiralal reported for work on 2nd March and the Attendance clerk recorded his attendance; but as soon as the manager came to know of this he stopped Hiralal from working on that day and therefore his discharge took effect from the next day the 3rd March 1965. In respect of Suraj Paul Koiri the union on the first date of hearing produced his ration card entitling him to take stores from the Employees' Cooperative Stores Ltd for Seetalpur and Jambad Kajora Collieries. This ration card however was issued on 3rd January 1965, on an application dated 1st January 1965. It does not therefore go to show that Hiralal Pasi was at Jambad Kajora Colliery before 30th December 1964. From the ration card it appears that rations were drawn on this card also in March and April, 1965. That only shows that Suraj Paul Koiri stayed on at the colliery or near the colliery for two months after his discharge because admittedly Suraj Paul Koiri was discharged with effect from 28th February, 1965. The ration card therefore does not help the case of the workmen. The union also produced two bonus cards for the quarter ending March, 1965. These bonus cards also only show working for the week ending 3rd January 1965 to the week ending 28th February 1965 for Suraj Paul Koiri and for the week ending 3rd January 1965 to the week ending 7th March 1965 for Hiralal Pasi. In the last week he has shown as having worked for one day. Reference has already been made to the circumstances in which he worked for one day in that week. The bonus cards therefore do not improve the case of the workmen. Moreover, in the written statement filed by the union on behalf of the workmen it was not claimed that they were in permanent service. The management's written statement had been filed long before the union filed its written statement and the fact that the union did not contradict the management's assertion that these workmen were engaged temporarily for two months is therefore significant. The management also proved a plan, Ext. B, to show that for the smooth working of the endless haulage system it was necessary to cut and dress the faces of the pillars underground. This plan taken with the evidence of the manager goes to show the truth of the management's case that some pick miners had to be employed temporarily for the specific purpose of dressing the faces of the pillars in the way of the working of the endless haulage system which was then being installed.

6 The manager said that he did not even know that the two workmen had become members of the Colliery Mazdoor Sabha. The workmen did not appear to give their evidence. Accordingly there is no evidence to support the statement of the union that the workmen took an active part in recruiting other pick miners as members of the Colliery Mazdoor Sabha. The management has however proved two letters which were submitted by the two workmen after they were discharged. The letters are Ext. G dated 2nd March 1965 from Suraj Paul Koiri and Ext. G1 dated 4th March 1965 from Hiralal Pasi. Therein the workers have alleged that they were not allowed to work because they were active members of the Colliery Mazdoor Sabha. It is however clear that these letters were typed at the office of the Colliery Mazdoor Sabha. The management also proved the replies which were sent to these letters, Ext. F and F1. The replies were sent by registered post but the registered letters came back refused. The registered covers are Ext. D and D1. From Ext. F and F1, the office copies of the replies it appears that the manager took the opportunity to deny that the workmen had been discharged merely because they were members of the Colliery Mazdoor Sabha and it was asserted that the workmen had never informed the manager that they had become members of a union known as the Colliery Mazdoor Sabha. As stated already the union has not produced evidence to show that the workmen were members of the Colliery Mazdoor Sabha or that they had taken any part in enrolling other members. There is therefore no evidence whatever in support of the plea of victimisation.

7. My award therefore is that the stoppage of work by the management of Jambad Kajora Colliery of Suraj Paul Koiri and Hiralal Pasi with effect from 28th February, 1965 and 3rd March 1965 respectively did not amount to victimisation. The workmen, therefore, are not entitled to any relief.

Dated, 2nd August 1967

(Sd.) S. K. SEN,
Presiding Officer.
[No. 6/90/65-LRII.]

S.O. 2844.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Jealgora, District Dhanbad and their workmen, which was received by the Central Government on the 7th August, 1967.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR.

CAMP AT RANCHI

Dated July 26, 1967

PRESENT:

Sri G. C. Agarwala—Presiding Officer.

REFERENCE NO. 121 OF 1964 (DHANBAD TRIBUNAL)
REFERENCE NO. CGIT/LC(R) (57)/67 (JABALPUR TRIBUNAL)

In the matter of an industrial dispute between the workmen and the employers of the concern known as Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, P.O. Jealgora, District Dhanbad (Bihar).

APPEARANCES:

For the employers.—Sri S. N. Singh, Asstt. Chief Personnel and Welfare Officer of the Company

For the workmen.—None.

INDUSTRY: Coal Mine.

DISTRICT: Dhanbad (Bihar).

AWARD

By Notification No. 2/113/64-LRII dated 30th October 1964, the following matter of dispute as stated in the schedule to the order of reference was referred to Central Government Industrial Tribunal, Dhanbad, for adjudication, from where the case was transferred to this Tribunal by Notification No. 8/25/67-LRII dated 25th April 1967:

Matter of dispute

(1) Whether the suspension of the following workmen for a period of ten days with effect from the 4th February, 1964 by the management of Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited (Post Office Jealgora, District Dhanbad) was justified?

1. Shri Shambhu Manjhi	Miner	T. No. 22146
2. Shri Lalla Manjhi	Miner	T. No. 22245
3. Shri Dubraj	Miner	T. No. 22145
4. Shri Somra Manjhi	Miner	T. No. 22159
5. Shri Chand Manjhi	Miner	T. No. 21729
6. Shri Magan	Miner	T. No. 22560

(2) If not, to what relief are the workmen entitled?

Neither party filed statement of claim before the Dhanbad Tribunal inspite of the fact that the case had been pending there since November, 1964. After the proceedings were transferred to this Tribunal usual notices were issued. Despite three opportunities given to the Union no statement of claim was filed on its behalf. The employers, however, filed their statement of claim on 13th July 1967. When the case was taken up for final hearing on 21st July 1967 at Dhanbad the Union President, Sri B. N. Prasad left a writing intimating that the six concerned workmen have not been taking interest and had given no instructions

to him with the result that he could not take any step in the matter. After leaving this communication, he did not appear at the time of hearing. The management examined one witness. Sri Lal Behari Mahato, a clerk in Chief Personnel and Welfare Department, who produced original papers concerning the enquiry and proved their true copies (Exts. E/1 to E/8).

A preliminary objection was raised by the employers in their written statement that the dispute was not an industrial dispute and the Union was not competent to raise the same as the concerned workmen were not members of the Union at the relevant time. Such an objection was not raised during conciliation proceedings. The burden of proving the fact that the dispute was not an industrial dispute lay on the management which they have failed to discharge. The preliminary objection, therefore, is overruled.

Coming to the merits of the case, it appears that the concerned workmen who are Miners had been in an unauthorised possession of a quarter. This quarter had been allotted to another Miner and the workmen were required to vacate the same. Instead of vacating it, they applied on 21st November 1963 (Ex. E/2) to allot the quarter to them. The management informed them that they had not sufficient seniority to their credit for allotment of the quarter in question—no. KE—1. They were required to vacate the same within 3 days (Ex. E/3). When they did not comply with the order charge-sheet was issued to all the six workmen. Ex. E/1A to E/1F are copies of the charge-sheet and their explanations. The enquiry was conducted by Sri S. Sarkar, Welfare Officer. The six concerned workmen did not participate in the enquiry which was conducted *ex parte* on 6th January 1964. Two witnesses, the Senior Welfare Officer, Sir S. N. Pandey and the Daura Clerk, Sri C. P. Rai Sharma were examined in the enquiry and the copies of their statement are Exts. E/5 and E/6. The Enquiry Officer recorded a finding (Ex. E/7) on 7th January 1964. He based his finding on the evidence produced before him. Finding the charge proved the manager inflicted punishment taking a lenient view. Copies of the punishment orders are Exts. E/8A to E/8F. From these papers produced by the management, it is established that the misconduct was duly enquired into and was proved in the domestic enquiry. There is no indication of any victimisation. It must, therefore, be held that the punishment of suspension for 10 days by the management were justified and the six concerned workmen are not entitled to any relief. No order for costs.

(Sd.) G. C. AGARWALA.

The 26th July 1967.

Presiding Officer.

[No. 2/113/64-LRII.]

(Department of Labour and Employment)

ORDERS

New Delhi, the 8th August 1967

S.O. 2845.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Gonshadih Colliery, Post Office Kusunda, District Dhanbad of Messrs Ranecgunge Coal Association Limited, Post Office Kustore (Dhanbad) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (i) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Additional Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether Messrs Ranecgunge Coal Association Limited, Post Office Kustore, District Dhanbad, Managing Contractors at Gonshadih Colliery, Post Office Kusunda, District Dhanbad was justified in refusing to provide re-employment to S/Shri Bhajohari Sarkar, Nakul Mahato and Ramchandra Singh as Pump Khalas at Gonshadih Colliery with effect from the 1st November, 1966? If not, to what relief are the workmen concerned entitled?"

[No. 2/75/67-LRII.]

S.O. 2846—Whereas an industrial dispute exists between employers in relation to the Korba Colliery of Messrs National Coal Development Corporation Limited, Post Office Korba Colliery, District Bilaspur and their workmen represented by the Khadan Mazdur Union, Post Office Korba Colliery, District Bilaspur;

And, whereas the said Employers and Workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10-A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 21st July, 1947.

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947)

BETWEEN

Names of the parties:

Representing Employers:—Shri K. A. Sinha, Dy. Supdt. of Collieries, Korba Colliery of M/s. N.C.D.C. Ltd. P.O. Korba Colliery, (Distt. Bilaspur), M.P.

Representing Workmen:—Shri H. C. Banerjee, Secretary, Khadan Mazdur Union P.O. Korba Colliery (Distt. Bilaspur), MP.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri I. B. Sanyal, Dy. Chief Labour Commissioner (Central), New Delhi.

- (i) *Specific matters in dispute.*—Whether Shri R. K. Kar, Shovel Operator Grade II of Korba Colliery of M/s N.C.D.C. Ltd is entitled to be promoted to the post of Shovel Operator Grade I? If so, from what date and what relief should he get?
- (ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*—Employers in relation to the Korba Colliery of M/s National Coal Development Corporation Limited, P.O. Korba Colliery (Distt. Bilaspur), M.P. and their workmen represented by the Khadan Mazdur Union, P.O. Korba Colliery (Distt. Bilaspur), M.P.
- (iii) *Name of the union, if any, representing the workmen in question.*—Khadan Mazdur Union, P.O. Korba Colliery (Distt. Bilaspur), M.P.
- (iv) *Total number of workmen employed in the undertaking affected.*—2,600.
- (v) *Estimated number of workmen affected or likely to be affected by the dispute.*—1.

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of 3 months or within such further time as is extended by the mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing Employers:

Representing Workmen:

Sd./- K. A. SINHA.

Sd./- H. C. BANERJEE.

Witnesses:

1. Sd./- S. M. RAO,

2. Sd./- P. S. RAO,

BILASPUR,

Dated the 14th July, 1967

[No. 5/22/67-LRII.]

S.O 2847.—Whereas an industrial dispute exists between employers in relation to the Banki Colliery of Messrs National Coal Development Corporation Limited, Post Office Banki Mogra, District Bilaspur and their workmen represented by the Khadan Mazdur Union, Post Office Banki Mogra, District Bilaspur;

And, whereas the said Employers and Workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government:

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10-A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 21st July, 1947.

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947)

Names of the parties:

BETWEEN

Representing Employers:—Shri S. P. Mathur, Dy. Supdt. of Collieries, Banki Colliery of M/s. N.C.D.C. Ltd., P.O. Bankimogra (Distt. Bilaspur), M.P.

Representing Workmen:—Shri K. R. N. Nair, Secretary, Khadan Mazdur Union, P.O. Bankimogra (Dist. Bilaspur), M.P.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri I. B. Sanyal, Dy. Chief Labour Commissioner (Central), New Delhi.

- (i) *Specific matters in dispute.*—Whether the retrenchment of Shri Kalika Sharma w.e.f. 7-6-1967 was legal and proper? If not, to what relief is he entitled?
- (ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*—Employers in relation to the Banki Colliery of M/s. National Coal Development Corporation Limited, P.O. Bankimogra (Dist. Bilaspur), M.P. and their workmen represented by the Khadan Mazdur Union, P.O. Bankimogra (Dist. Bilaspur), M.P.
- (iii) *Name of the union, if any, representing the workmen in question.*—Khadan Mazdur Union, P.O. Bankimogra (Distt. Bilaspur), M.P.
- (iv) *Total number of workmen employed in the undertaking affected.*—1250.
- (v) *Estimated number of workmen affected or likely to be affected by the dispute.*—1.

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of 3 months or within such further time as is extended by the mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing Employers:

Sd./- S. P. MATHUR,
12-7-67.

Representing Workmen:

Sd./- K. R. N. NAIR.

Witnesses:

1. Sd./- M. R. NAIR.

2. Sd./- B. N. BHATTACHARJEE,
12-7-67.

Banki Mogra.

[No. 5/23/67-LRIL.]

S.O. 2848.—Whereas an industrial dispute exists between the employers in relation to Banki Colliery of Messrs National Coal Development Corporation Limited, Post Office Banki Mogra, District Bilaspur and their workmen represented by the Khadan Mazdur Union, Post Office Banki Mogra, District Bilaspur;

And, whereas the said Employers and Workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to arbitration by the person specified therein and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 21st July, 1967.

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947)

Name of Parties:

Representing employers:—Shri S. P. Mathur, Dy. Supdt. of Collieries, Banki Colliery of M/s. N.C.D.C. Ltd., P.O. Bankimogra (Dist. Bilaspur) M.P.

Representing Workmen:—Shri K. R. N. Nair, Secretary, Khadan Mazdur Union, P.O. Bankimogra (Dist. Bilaspur), M.P.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri I. B. Sanyal, Dy. Chief Labour Commissioner (Central), New Delhi.

- (i) *Specific matters in dispute.*—Whether the retrenchment of Shri A. V. Ramana, Dozer Fitter with effect from 7-6-67 was legal and proper? If not, to what relief is he entitled?
- (ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*—Employers in relation to the Banki Colliery of M/s. National Coal Development Corporation Limited, P.O. Bankimogra (Dist. Bilaspur) M.P. and their workmen represented by the Khadan Mazdur Union, P.O. Bankimogra (Dist. Bilaspur) M.P.
- (iii) *Name of the union, if any, representing the workmen in question.*—Khadan Mazdur Union, P.O. Bankimogra (Dist. Bilaspur) M.P.
- (iv) *Total number of workmen employed in the undertaking affected.*—1250.
- (v) *Estimated number of workmen affected or likely to be affected by the dispute.*—1.

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of 3 months or within such further time as is extended by the mutual agreement between us in writing. In case the award is not made within the period afore-mentioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing Employers

Sd./- S. P. MATHUR,
12-7-67.

Representing workmen

Sd./- K. R. N. NAIR

Witnesses:

1. Sd./- M. R. NAIR.
2. Sd./- B. BHATTACHARJEE,
Banki Mogra.
12-7-67.

[No. 5/24/67-LRII.]

S.O. 2849.—Whereas an industrial dispute exists between employers in relation to the Banki Colliery namely, Messrs National Coal Development Corporation Limited, Post Office Banki Mogra, District Bilaspur and their workmen represented by the Khadan Mazdur Union, Post Office Banki Mogra, District Bilaspur;

And, whereas the said Employers and Workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to arbitration by the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10-A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 22nd July, 1967.

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947)

Names of the parties:

BETWEEN

Representing Employers:—Shri S. P. Mathur, Dy. Supdt. of Collieries, Banki Colliery of M/s. N.C.D.C. Ltd., P.O. Bankimogra (Distt. Bilaspur), M.P.

Representing Workmen:—Shri K. R. N. Nair, Secretary, Khadan Mazdur Union, P.O. Bankimogra (Dist. Bilaspur), M.P.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri I. B. Sanyal, Dy. Chief Labour Commissioner (Central), New Delhi.

- (i) *Specific matters in dispute.*—Whether the management of Banki Colliery of M/s. National Coal Development Corporation Limited is justified in retrenching the following workmen from the dates shown against each of them? If not, to what relief are these workmen entitled?

S. No.	Name	Designation	Date of retrenchment
1.	Shri K. K. Sreedharan	Work Mistry—	from 14-6-1967.
2.	Shri S. C. Sarkar	Work Mistry—	from 14-6-1967.
3.	Shri R. N. Singh	Work Mistry—	from 31-7-1967.
4.	Shri B. P. Lal	Work Supervisor—	from 31-7-1967.

- (ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*—Employers in relation to the Banki Colliery of M/s. National Coal Development Corporation Limited, P.O. Bankimogra (Dist. Bilaspur), M.P. and their workmen represented by the Khadan Mazdur Union, P.O. Bankimogra (Dist. Bilaspur), M.P.

- (iii) *Name of the union, if any representing the workmen in question.*—Khadan Mazdur Union, P.O. Bankimogra (Dist. Bilaspur), M.P.

- (iv) *Total number of workmen employed in the undertaking affected.*—1250.

- (v) *Estimated number of workmen affected or likely to be affected by the dispute.*—4.

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of 3 months or within such further time as is extended by the mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing Employers:

Sd./- S. P. MATHUR,
12-7-67

Representing Workmen:

Sd./- K. R. N. NAIR.

Witnesses:

1. Sd./- Illegible.

2. Sd./- B. N. BHATTACHARJEE,
12-7-67.

Banki Mogra

[No. 5/25/67-LRII.]

New Delhi, the 9th August 1967

S.O. 2850.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Kedla Colliery of Messrs Bokaro Ramgur Limited, United India Life Building, 22, Chittranjan Avenue, Calcutta-13, and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Additional Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the services of Shri Sundar Singh, Despatch Superintendent, Kedia Colliery, Post Office Ghatotand, District Hazaribagh, have legally been terminated? If not, to what relief is the workman entitled?

[No. 2/90/67-LRII.]

BALWANT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 9th August 1967

S.O. 2851.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints Sarvashri Vinay Mahajan and Surendra Nath Padhi as Inspectors of Mines subordinate to the Chief Inspector of Mines and makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment S.O. No. 531 dated the 2nd March, 1961 namely:—

In the said notification the following entries shall be added at the end namely:—

“(100) Shri Vinay Mahajan”

“(101) Shri Surendra Nath Padhi”.

[No. 8/76/66/MI.]

J. D. TEWARI, Under Secy.

(Department of Rehabilitation)

(Office of the Regional Settlement Commissioner)

New Delhi, the 8th August 1967

S.O. 2852.—In exercise of the powers vested in me under Section 34(3) of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, (No. 44 of 1954), I, R. B. Mathur, Regional Settlement Commissioner, New Delhi, hereby delegate the following powers to Shri Radha Krishna, Settlement Officer with effect from 27th July, 1967 (A.N.):—

- (1) Powers to decide payment of compensation in cases of disputes under Section 9(b) of the said Act.
- (2) Powers to hear appeals under Section 22 of the said Act.
- (3) Powers under Sub-section (2) of Section 21 of the aforesaid Act.

[No. F. 28(51)/Admn./RSCD/57.]

R. D. MATHUR,
Regional Settlement Commissioner.

DELHI DEVELOPMENT AUTHORITY**PUBLIC NOTICE***New Delhi, the 19th August 1967*

S.O. 2853.—The following modifications which the Delhi Development Authority proposes to make to the Master Plan for Delhi are hereby published for public information. Any person having any objection or suggestion with respect to the proposed change may send the objection or suggestion in writing to the Secretary, Delhi Development Authority, Delhi Vikas Bhawan, Indraprastha Estate, New Delhi, within a period of thirty days from the date of this notice. The person making the objection or suggestion should also give his name and address.

Modification:—

(1) For existing paragraph 2 "Development Zones", occurring on page 64 of the Master Plan, the following shall be substituted, namely:—

"For planning purposes Delhi has been provided into nine Planning Divisions, including one for rural Delhi. These are based on physical features, historical growth, character of development, intensity of land use and the circulation pattern. The purpose in making these divisions is to have more or less self-contained units for purposes of living, employment and recreation. The division boundaries overlap municipal boundaries.

These Divisions are too large an area for which to prepare development plans. Portions of it may not be developed for the next 10 to 15 years. Hence to obtain workable units the planning divisions have been further sub-divided into (a) development zones for the urban area, as shown in the accompanying map; and (b) three rural zones (Narela Town Zone, Najafgarh Town Zone and Rural Delhi Zone). Change in the land use, existing physical features, railway lines and major arteries act as boundaries for the zones. Municipal boundaries, election and census wards have also been taken into consideration in drawing up these boundaries though they have not been a decisive factor in their delimitation. The "Development Zones" are not to be confused with "Use Zones" referred to earlier.

Planning Divisions.		No. of development Zones.
A	Old City	28
B	City Extension	7
C	Civil Lines	20
D	New Delhi	21
E	Shahdra	16
F	South Delhi	19
G	West Delhi	17
H	West Yamuna Canal North-West Delhi.	8
I	Outer Delhi Planning Division	
	(a) Narela Town Zone;	
	(b) Najafgarh Town Zone; &	
	(c) Rural Delhi Zone	3
Total:—		139

(2) All references in the text of the Master Plan to 136 development zones shall be construed as references to 139 development zones.

[No. F. 3(112)/67-M.P.]

B. C. SARKAR, Addl. Secy.

MINISTRY OF COMMERCE

New Delhi, the 27th July 1967

S.O. 2854.—In exercise of the powers conferred by Section 3 of the Essential Commodities Act, 1955 (10 of 1955) the Central Government hereby makes the following further amendments to the Notification of the Government of India in the late Ministry of Commerce and Industry No. S.R.O. 1150, dated the 30th May, 1955.

In the said Notification, the Forms CST-A, CST-B, CST-C, CST-D, CST-E, CST-F, CST-G and CST-H appended thereto shall be substituted by the following :—

STATISTICAL MACHINERY RETURN CST-A

Zone Mill's Serial No.....
Entered by Checked by

(Entries above this line should not be filled in by the person making the return).

IMPORTANT (1) The form below should be filled in and submitted to the Office of the Textile Commissioner, P. Box No. 10004, Churchgate, Bombay No. 1, so as to reach not later than 1st February 1967.

(2) Machinery under 'Erection' should not be included in the return.

(3) A copy of the form duly filled should simultaneously be sent to the concerned Regional Office also.

(4) Mills are informed that failure to submit this return with all the necessary details before the scheduled date will be seriously viewed, as such a failure would amount to contravention of Section (3) of the Essential Commodities Act, 1955.

Name of the Mill (Spinning/Composite)

Full Address : Mill's office.....Mill's location.....Tel. Address.....

Telephone No.....Texmark No.....State.....

PART I

SPINNING AND WEAVING MACHINERY

Item	Actual number installed as on 31st December 1966		Changes in Machinery in the year 1966				
			Replacement		Additions		
	Indi- genous	Impor- ted	Total (2+3)	Indi- genous	Impor- ted	Indi- genous	Impor- ted
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

A.—Spinning and Preparatory

1. Blow Room line . . .

1.1 Single process . . .

1.2 Conventional . . .

2. Carding Engine—

1. Conventional card . . .

2. High speed . . .

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
3. Comber—								
1. Conventional								
2. High speed								
4. Draw Frames Total								
No. of deliveries								
1. Ordinary of which finisher deliveries								
2. High speed of which finisher deliveries								
5. Speed Frames—No. of spindles								
1. Slubbing—								
2. Ordinary Inter								
Inter Canfed High draft								
3. Ordinary roving								
Roving Canfed								
High draft								
6. Ring and Mule Spindles—								
Total								
1. Mule—Number of Spindles								
2. Ringwarp—Number of Spindles								
5" to 6" lift								
7" to 8" lift								
Above 8" lift								
Subtotal (Ringwarp)								
3. Ringweft—Number of Spindles								
5" lift								
7" lift								
Over 7" lift								
Subtotal (Ringweft)								
Total (6.1+6.2+6.3)								
7. Double winder spindles								
8. Ring doubling spindles								
Conventional								
Fancy								
9. Cone/Cheese winding (for market yarn)								
10. Reeling Machine—								
(a) Hand-operated								
(b) Power-operated								
11. Any other machines to be specified.								

(1) (2) (3) (4) (5) (6) (7) (8)

B—Weaving Preparatory

12. Spooling/Winding machines.

1. Non-automatic (No. of spindles)
 - (a) Conventional (Vertical/Drum)
 - (b) Cone/Cheese winders
2. Automatic
 - (a) Single Knotter type.
 - (b) Multiple Knotter type

13. Pirm winding spindles—

- (a) Conventional
- (b) Automatic

14. Warping Machine—

- (a) Conventional
 - (i) Up to 100 metres per minute
 - (ii) 101 to 450 metres per minute
- (b) High Speed over 450 meters per minute

15. Sizing Machine—

1. Ordinary Slashers
2. High Speed (Hot Air)
3. High Speed (Multi-cylinders)

16. Drawing in stands

1. Reaching-in-Machine
2. Warp-tying Machine

17. C—Weaving

Type of Looms

Non-automatic

1. Plain { up to 120 cms width
12 to 180 cms width.
181 and over cms width
2. Drop box { up to 120 cms. width
121 to 180 cms width
181 and over cms width
3. Terry { up to 120 cms width
121 to 180 cms width
181 and over cms width

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
4. Canvas	<ul style="list-style-type: none"> up to 120 cms width . 121 to 180 cms width . 181 and over cms width . 							
5. Others	<ul style="list-style-type: none"> up to 120 cms width . 121 to 180 cms width . 181 and over cms width . 							
Total	<ul style="list-style-type: none"> up to 120 cms width . 121 to 180 cms width . 181 and over cms width . 							
<i>Automatic</i>								
1. Plain	<ul style="list-style-type: none"> up to 120 cms width . 121 to 180 cms width . 181 and over cms width . 							
2. Drop box	<ul style="list-style-type: none"> up to 120 cms width . 121 to 180 cms width . 181 and over cms width . 							
3. Terry	<ul style="list-style-type: none"> up to 120 cms width . 121 to 180 cms width . 181 and over cms width . 							
Canvas	<ul style="list-style-type: none"> up to 120 cms width . 121 to 180 cms width . 181 and over cms width . 							
5. Others	<ul style="list-style-type: none"> up to 120 cms width . 121 to 180 cms width . 181 and over cms width . 							
Total	<ul style="list-style-type: none"> up to 120 cms width . 121 to 180 cms width . 181 and over cms width . 							

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
18. No. of non-woven fabric machines								
19. Cotton waste plant								
(a) Cotton waste breaker and finishing Cardsets								
(b) Cotton waste spinning spindle								
(i) Cotton waste bump mule spindle								
(ii) Cotton waste ring spinning spindle								
(iii) Cotton waste chapari frame spindle								
(iv) Cotton waste box frame spindle								
(v) Other kinds, if any (specify the type)								
(c) Waste blanket looms								

Certified that the above particulars have been checked with the records of the mill and that they are, in so far as I can ascertain accurate and complete.

Date

Place

Signature of Manager or Managing Agent of the Mill

PART II PROCESSING EQUIPMENT

Details of Bleaching, Dyeing, Finishing Printing and Mercerising Machinery installed as on 31st December, 1966

Please read the following instructions carefully before filling in the form.

- Instructions**—1. Capacity per machine per shift in respect of items under A, B, C, D (except 7 and 8 in D) and E should be expressed in terms of metres.
2. Against items 7 and 8 of D, capacity should be in litres or gallons.
3. Capacity in respect of items under F and G should be in terms of kilograms.
4. Capacity of each of the items listed in the proforma should be indicated separately.
5. In case there is no figure to be indicated in any column against any item the same should be indicated clearly as "NIL".

Item	Actual No. installed as on 31st December, 1966			Average Capacity per machine per shift	Changes in Machinery in the year 1966			
	Indi- genous	Impor- ted	Total (Col. 2+3)		Replacement		Additions	
					Indi- genous	Impor- ted	Indi- genous	Impor- ted
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

A—Cloth Bleaching :

1. Shearing Machine
2. Cloth-singeing Machine

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
-----	-----	-----	-----	-----	-----	-----	-----	-----

4. Damping Machine
5. Belt Stretching Machine
6. Clip Stenter
7. Ordinary Calendar (with Number of bowls)
8. Schreiner Calendar
9. Embossing Calendar
10. Felt Calendar
11. Friction-cum-schreiner Calendar
12. Per-Shrinking Machines :—
 - (a) Sanforising Machine
 - (b) Others (To be specified)
13. Resin Finishing Machine (with polymerising Machine embossing equipment, if any)
14. Raising Machine
15. Coating/Binding machines
- Indicate special equipment such as foam backing machine, non-woven fabric making machine.
16. Any other type to be specified

D—Cloth Printing :

1. (a) Roller Printing Machine with drying arrangement
- (b) Total number of copper Roller (serviceable)
2. Steam Ager-Acid ageing device if any
- (a) Ordinary Rapid Ager
- (b) Fastoon Ager
- (c) Flash Ager
- (d) Any other special type of Ager

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
3. (a) Open width Soaping Machine								
(b) Any other type to be specified .								
4. Brushing and Batching Machine								
5. Roller Forcing Machine .								
6. Colour Mixers .								
7. Colour Straining Machine . . .								
8. Screen Printing								
(a) No. of tables for Hand screen Printing .								
(b) . . .								
9. Steaming Cottage (including star type Ager) .								
E—Cloth Mercerising:								
1. Chain Mercerising Range . . .								
2. Chainless Merce- rising Range . .								
F—Yarn Bleaching, Dyeing, Finishing, Printing, and Mer- cerising Machines:								
1. Yarn Gassing Machine . . .								
2. Hank Dyeing Machine . . .								
3. Hank Mercerising Machine . . .								
4. Hank Drying Machine								
5. Cotton and Yarn Dyeing Machine .								
6. Drying Machine.								
7. Hydroextractor .								
8. Sewing Thread Polishing Machine.								
9. Yarn Printing Machine . . .								
10. Twist Setting Machine . . .								
11. Any other type to be specified .								

(1) (2) (3) (4) (5) (6) (7) (8) (9)

G—Loose Cotton Drying Machines:

1. Equipment for manufacture of absorbent cotton.
2. Others (specify type/types).

H—Inspection, folding and baling:

1. Inspection and fault marking machine
2. Folding machine
 - (a) Single folding
 - (b) Double folding
3. Selvedge stamping machine
4. Baling press
 - (a) Cloth
 - (b) Yarn

Certified that the above particulars have been checked with the records of the mill and that they are, in so far as I can ascertain, accurate and complete.

Date

Signature of Manager or Managing Agent.

Place

PART III

HOSIERY MACHINES INSTALLED IN THE MILL

Item	Actual No. installed as on 31st December, 1966			Average Capacity per machine per shift	Changes in Machinery in the year 1966			
					Replacement		Additions	
	Indi- genous	Import- ed	Total (Col. 2+3)		Indi- genous	Import- ed	Indi- genous	Import- ed
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Preparatory Machine

1. (a) Bottle Bobbin Winder
- (b) Cone Cheese Winder
- (c) Any other (Type to be indicated separately for each).

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2. Rubber Thread Covering machine									
3. Socks knitting machine									
(i) Plain									
(ii) Rib									
(iii) Jacquard									
(iv) Others (specify)									
4. (a) Sinker kier knitting machine.									
(b) Non-Sinker kier knitting machine									
5. Inter lock knitting machine									
6. Rib knitting machine									
7. Loop wheel knit- ting machine									
8. Pile knitting machine									
9. Pearl knitting machine									
10. Double knit machine									
11. Fully fashioned knitting machine.									
12. Flat Bed link knitting machine.									
13. Muffler-making machine									
14. Knee-cap machine									
15. Eyeler machines.									
16. Others (specify) .									

Processing Machines

1. Rotary Washing.
2. Scouring
3. Dyeing
4. Winches
5. Trimming
6. Boarding
7. Pressing
8. Drying machine
Hydroextractor

(1) (2) (3) (4) (5) (6) (7) (8) (9)

9. Brushing .
10. Printing .
11. Calendering .
12. Decasting .
13. Vacuum Steaming
14. Others (Specify).

Auxiliary Machinery

1. Ticketing .
2. Stamping .
3. Chending or
Darning
4. Automatic Packing
5. Laying up machine
6. Cutting machine.
7. Linking/Stitching
Machines .
- (i) Over lock .
- (ii) Chain lock .
- (iii) Flat lock .
- (iv) Others .
8. Others to be
specified .

Certified that the above particulars have been checked with the records of the mill and that they are, in so far as I can ascertain accurate and complete.

Date

Signature of Manager or Managing
Agent.

Place

Spinning
ZONE..... Mill's Serial No..... Mill Checked by..... Entered by.....
Composite

(Entries above this line should not be filled in by the person making the return)

STATISTICAL RETURN FORM CST-B

LABOUR AND MACHINERY ENGAGED IN.....196

- INSTRUCTIONS:—**(1) This form should be completed and sent to the office of Textile Commissioner, Post Bag No. 10004 Bombay No. 1, so as to reach *on or before the 15th of every month* giving details relating to the previous month. Manufacturers are advised in their own interest to post the returns under a Certificate of posting or Registered for Acknowledgment Due.
- (2) If and when there is nothing to report in the return, the Mill should submit the return for the month as 'NIL'.
- (3) A copy of this return should be sent to the concerned regional office also each month.

Name of Manufacturer.....

Address.....Telegraphic Address.....Tele. No.....

Texmark No.....State.....

Total No. of days worked in the month.....

Spinning Department.....Weaving Department.....

BLOCK I

Items	Men			Women			Total		
	Below 18 yrs.	18 yrs. and above	Total	Below 18 yrs.	18 yrs. and above	Total	Below 18 yrs.	18 yrs. and above	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
(a) No. of permanent workers on the list, including general staff.									
(b) No. of workers engaged on temporary basis including badlies.									
Total									

BLOCK II

Details of Workers employed and Looms and Spindles worked per shift during the month

Particulars	First shift	Second shift	Third shift	Total
(1)	(2)	(3)	(4)	(5)

A—Average number of Workers actually employed

- (a) In spinning including all preparatory deptts.
 (b) In weaving including all preparatory deptts.
 (c) In all other deptts. including processing, finishing, clerical, etc.

Total

B—Average number of Spindles and looms worked

- (a) Spindles Ring
 Mule
 Waste
 Total
 Doubling
- (b) Looms (i) Plain
 (ii) Automatic
 (iii) Others

Total of (i), (ii) and (iii)

BLOCK III

Shifts	Total No. of Man-hours worked	Total No. of Spindle hours worked	Total No. of Loom-hours worked
(1)	(2)	(3)	(4)
Shift			
II Shift			
III Shift			
Total			

BLOCK IV

Details of Stoppages and Absenteeism

Details	Total Man-hours lost	Total Looms-hours lost	Total Spindle-hours lost
(1)	(2)	(3)	(4)
(a) Absenteeism			
(b) Breakdown and repairs			
(c) Strikes and Lock-outs			
(d) Other causes to be specifically mentioned.			

N.B.—Strikes, lock-outs, major break downs and repairs of less than a shift's duration may be ignored.

BLOCK V

Changes in Spindlage and/or Loomage during the Month

Items	Spindles				Looms			
	Ring Warp	Ring Weft	Mule	Total	Plain	Auto- matic	Others	Total
(a) Installed Capacity at the beginning of the month.								
(b) Additional installation in the month.								
(c) Dismantling in the month.								
(d) Installed Capacity at the end of the month [(a)+(b)-(c)]								

INSTRUCTIONS :—(1) Machinery fully erected and ready to be put in to working should alone be included in the items (a) to (d) above. Machinery in the course of erection should not be included.

(2) Conversion of ring spindles to doublers in the course of the month should be reckoned as dismantling and included against item (c).

(3) If replacement of spindles and looms effected during the month results in increase or decrease in the installed capacity given against item (a), it should be appropriately included in item (b) or (c) above as the case may be.

Certified that the above particulars have been checked with the records of my Mill and that they are in so far as I can ascertain accurate and complete.

Date.....
Place.....

Name and Signature of Manager of the Mill.

10
11
12
13
14
15
16
17

Sub-total 10—17

18
19
20
21
22
23
24
25
26

Sub-total 18—26

27
28
29
30
31
32
33
34

Sub-total 27—34

Sub-total 69—85
Sub-total 86—102
Sub-total above 102
TOTAL

Average count of yarn	French count	English count	6. Total spindle Point Production of yarn in Kgs.	<div> —Warp Yarn— —Weft Yarn— Total </div>

18
19
20
21
22
23
24
25
26

Sub-total 18—26

27
28
29
30
31
32
33
34

Sub-total 27—34

35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

Sub-total 35—51

Sub-total 86—102

Sub-total above 102

TOTAL
of which
(a) Singles

(b) Folded

Quantity of 100% staple fibre yarn packed for sale—Kg.

BLOCK III—DELIVERIES

Name of Mill.....

Mill Serial No.....

Count	Yarn delivered for civil consumption in the form of					
	Hank	Cone		Beam	Pirn	Any other (Type to be specified)
		Hosiery Yarn	Other than Hosiery Yarn			
Nf						
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						
6						
7						
8						
9						
Sub-total 1—9						
10						
11						
12						
13						
14						
15						
16						
17						
Sub-total 10—17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
Sub-total 18—26						
27						
28						
29						
30						
31						
32						
33						
34						
Sub-total 27—34						
35						
36						
37						
38						
39						
40						
41						
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
Sub-total 35—51						

OF COTTON YARN

Texmark No.....

Month.....196 .

(Kgs.)

Yarn delivered

Total [Cols. 2 to 7]	for export		to other mills	for Govern- ment and other purposes	Total Yarn deliveries for all purposes [Cols. 8 to 12]
	Hank	Non Hank			
(8)	(9)	(10)	(11)	(12)	(13)

BLOCK

Yarn delivered for civil consumption in the form of						
Count Number	Cone					Any other (Type to be speci- fied)
	Hank			Beam	Pirn	
		Hosiery Yarn	Other than Hosiery Yarn			
Nil						
(1)	(2)	(3)	(4)	(5)	(6)	(7)

52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68

Sub-total 52—68

Sub-total 69—85

Sub-total 86—102

Sub-total above 102

Total of which

(a) Singles

(b) Folded

Quantity of staple fibre yarn delivered;—	(1) Hank form	.	.	.	.	kg.
	(2) Non Hank form	.	.	.	.	kg.
	TOTAL	.	.	.	.	kg.

III—contd.

Month.....196 .
(Kgs.)

Yarn delivered

Total [Cols. 2 to 7]	for export		to other mills	for Govern- ment and other purposes	Total Yarn deliveries for all purposes [Cols. 8 to 12]
	Hank	Non Hank			
(8)	(9)	(10)	(11)	(12)	(13)

BLOCK IV—STOCKS OF YARN

Month.....196
(Kgs.)

Count Number		Unsold Stocks					Sold (but unlifted) Stocks			
Nf	*Packed for Civil consumption	Packed for exports	Packed for Government & other purposes	Loose Form	Total [Cols. 2 to 5]	Packed for Civil consumption	Packed for exports	Packed for Government & other purposes	Total [Cols. 7 to 9]	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
Sub-Total 1—9										
Sub-Total 10—17										
Sub-Total 18-26										
Sub-Total 27—34										
Sub-Total 35-51										
Sub-Total 52-68										
Sub-Total 69-85										
Sub-Total 86-102										
Sub-Total above 102										
GRAND TOTAL										

of which

- (a) Singles
- (b) Folded

*In the figures of yarn packed for civil consumption, quantities of yarn on the beams/and or pirn meant for sale are also to be included.

Stocks of staple fibre yarn (in bales) at the end of month.

Unsold _____Bales (each of 180 kg.)

Sold (but not lifted) _____Bales (each of 180 kg.)

Total _____Bales (each of 180 kgs.)

I do hereby declare that I have compared the above particulars in Blocks I to IV with the records and books of my Mills and that they are, in so far as I can ascertain, accurate and complete.

Date.....

Place

Name and Signature of Manager/Managing Agent.

STATISTICAL RETURN FORM CST-D

Zone _____ Mill's Serial No. _____
SPINNING MILLS
COMPOSITE MILLS

Checked by _____

(Entries above this line should not be filled in by the person making the returns.)

Return for the month of 196 ..

Instructions :— (1) This form should be completed and sent to the office of the Textile Commissioner, Post Bag No. 10004, Bombay No. 1, so as to reach on or before the 15th of every month giving details relating to the previous month. Manufacturers are advised in their own interest to post the returns under a Certificate of posting or Registered for Acknowledgement Due.

(2) If and when there is nothing to report in the return the Mill should submit the return for the month as 'NIL'.

(3) A copy of this return should be sent to the concerned Regional Office also each month.

Name of the Manufacturer Address Tex. Mark No.

BLOCK 1—Production of Cloth at Loomstate (i.e. as obtained from the looms.)

Type of Loom	COARSE		MEDIUM(B)		MEDIUM(A)		FINE		SUPERFINE		TOTAL	
(1)	Kgs. (2)	Metres (3)	Kgs. (4)	Metres (5)	Kgs. (6)	Metres (7)	Kgs. (8)	Metres (9)	Kgs. (10)	Metres (11)	Kgs. (12)	Metres (13)
(i) Plain Looms												
(ii) Automatic Looms												
(iii) Waste Blanket Looms												
TOTAL												

Average No. of picks per 25.4 (inch) for total cloth production _____

BLOCK II—Processing of cloth by the mill

Type of Process (1)	MILLS OWN CLOTH		OTHER MILLS CLOTH		POWERLOOM CLOTH		HANDLOOM CLOTH		TOTAL	
	Kgs. (2)	Metres (3)	Kgs. (4)	Metres (5)	Kgs. (6)	Metres (7)	Kgs. (8)	Metres (9)	Kgs. (10)	Metres (11)
(i) Bleaching										
(ii) Piece-dyeing										
(iii) Printing										
(iv) Mercerizing										
(v) Sanforized and other, pre-shrunk processing										
(vi) Other chemical processing (specify)										

BLOCK III—Cloth packings, deliveries and stocks.

Month _____ 196

COARSE MEDIUM(B) MEDIUM(A) FINE SUPERFINE FENTS TOTAL FENTS

Metres Metres Metres Metres Metres Metres Metres Kgs.

1. Total cloth packed

(a) Grey

(b) Other than grey

TOTAL

2. Deliveries made for

(i) Civil consumption

(ii) Export

(iii) Government and other purposes

TOTAL—Deliveries

3. Stocks of cloth in packed condition (on mills account only) for

(i) Civil consumption

(ii) Export

(iii) Government and other purposes

TOTAL—Unsold stock

4. Stocks of cloth in packed condition (on merchants account only) for

(i) Civil consumption

(ii) Export

(iii) Government and other purposes

TOTAL—Sold Stocks

SEC. 5(i)] THE GAZETTE OF INDIA: AUGUST 19, 1967/SRAVANA 28, 1889 297

Month _____ 196 .

2974

[illegible]

7. (a) Shirting (controlled item)

- (i) Grey
 - (ii) Bleached
 - (iii) Bleached Mercerised
 - (iv) Dyed
 - (v) Dyed Mercerised
 - (vi) Printed
 - (vii) Printed Mercerised
 - (viii) Shrink proofed i.e. sanforised etc.
 - (ix) Other process (to be specified)
- (b) Sues Woven in dobby or fancy weave (other than controlled item)
- (i) Grey
 - (ii) Bleached
 - (iii) Bleached Mercerised
 - (iv) Dyed
 - (v) Dyed Mercerised
 - (vi) Printed
 - (vii) Printed Mercerised
 - (viii) Shrink proofed i.e. sanforised etc.
 - (ix) Other process (to be specified)

8. Madapalam, Cambrics & Lawn.

- (i) Grey
- (ii) Bleached
- (iii) Bleached Mercerised
- (iv) Dyed
- (v) Dyed Mercerised
- (vi) Printed
- (vii) Printed Mercerised
- (viii) Other process (to be specified)

9. Drills, Jeans (controlled item)

- (i) Grey
- (ii) Bleached
- (iii) Bleached & Mercerised

- (v) Dyed Mercerised .
- (vi) Printed .
- (vii) Printed Mercerised .

Non-Wearable goods

15. (a) Mosquito Nettings,
Round Mesh.
(i) Bleached
- (ii) Dyed
- (b) Square Mesh.
(i) Bleached
- (ii) Dyed
16. Canvas, Duck & Filter
Cloth
17. Lining, Interlining cloth
including bukram cloth .
18. Lint Cloth/Polishing
cloth
19. Umbrella Cloth
20. Tapestry, furnishing fab-
rics including jacquard
curtain cloth
21. Bed ticking cloth/Gadla-
pet and domestic (includ-
ing raised flannelettes) .
21. Sheetings of width above
54"
22. Chaddars, Bed sheets,
Bedcovers, charsa counter-
panes and table cloth .
23. Towelling Cloth
24. Other non-wearable
varieties
25. Total (items 15 to 24) .

Grand total (items 1 to 24)

27. Miscellaneous Cotton Goods

28. Cotton Mixed Goods

29. Hosiery Goods

Particulars	Kgs.	Pieces/ Dozens	Mixed with	Kgs.	Metres	Particulars	Kgs.	Dozens
(a) Cotton Waste Blankets			(a) Silk			(a) Vest		
(b) Carpets & Duries			(b) Wool			(b) Trunks & underwears		
(c) Napkins			(c) Staple fibre (viscose)			(c) Socks & stockings		
(d) Dusters			(d) Rayon filament			(d) Other knitted wear		
(e) Kerchieves			(e) Terepe (Terylene)					
(f) Towels			(f) Other synthetic fibre					
(g) Others			Total					

NOTE :—(1) Printed Voils offered as Sarees should be reported under item 2(b); if and when the control scheme is given up printed voils will have to be separated, under the appropriate item.

(2) Longcloth will be shown as a separate item 5 so long as it is covered by the control scheme. If and when decontrolled it should be shown along with sheeting, leopard etc. under item (b).

I do hereby declare that I have compared the above particulars with records and books of my Mill and that they are in so far as I can ascertain, accurate and complete.

Date _____

Place _____

Name and signature of Manager of the Mill.

ANNEXURE TO CST D RETURN FOR THE MONTH OF _____

(Statutory Control on Production and Price of Cotton Textiles)

Varieties	Obligation (in 1,000 metres) for the quarter	Packing in 1,000 metres		Stock at the end of the months (in bales of 1,500 metres)		
		During the month	Cumulative for the quarter	Unsold	Sold but unfitted	Total
1	2	3	4	5	6	7
Dhoti						
Saree						
Longcloth						
Shirting						
Drill						
Total of controlled varieties						
Total of all varieties (including non-controlled)						

Sortewise packing of controlled varieties during the month

Varieties	Serial Nos.	Ex-factory price Rs. P. per	Quantity packed in metres
1	2	3	4
Dhoti			
Sarees			
Longcloth			
Shirting			
Drill			
TOTAL			

STATISTICAL RETURN FORM CST-F

PRODUCTION OF YARN AND FABRIC FROM 100 PER CENT STAPLE FIBRE DURING THE CALENDAR MONTH OF.....196 .

- INSTRUCTIONS:—**(1) This Form should be completed and sent to the Office of Textile Commissioner, P.B. No. 10004 Bombay No. 1 so as to reach *on or before 15th of every month* giving details relating to the *previous month*. Manufacturers are advised in their own interest to post the returns under a Certificate of Posting or Registered Acknowledgement Due.
- (2) If and when there is nothing to report in the return, the Mill should submit the return for the Month as 'NIL'.
- (3) All figures should be in the metric system, *viz*, Metres and Kilograms.
- (4) A Copy of this return should be sent to the concerned regional office also every month.

Name of the Manufacturer.....
 Address..... Tel. Address.....
 State..... Texmark No.....

INSTALLED CAPACITY OF THE MILL

1. Total Number of spindles (Rings and Mules), and looms in the undertaking on the first of the month (for use both on cotton and non-cotton).
 Spindles
 Looms.....
2. Number of days worked on staple fibre.
 Spinning Weaving
- | | First Shift | Second Shift | Third Shift |
|--|-------------|--------------|-------------|
|--|-------------|--------------|-------------|

3A. Average number of spindles worked on staple fibre only per working-day during the month.

3B. Average number of looms worked on staple fibre only per working day during the month.

	NF 1-9 (Upto 10s)	NF 10-17 (Over 10s-20s)	NF 18-26 (Over 20s-30s)	NF 27-34 (Over 30s-40s)	Above 34 (Above 40s)	Total
4. Total quantity of staple fibre yarn spun during the month (in kgs.).						
5. Total quantity of staple fibre yarn delivered (in kgs.)						
6. Total quantity of staple fibre yarn remaining in stock at the end of the month (in Bales of 200 Kgs. { (a) Sold and unlifted { (b) Unsold						
7. Total quantity of staple fibre fabrics woven during the month (in Metres)						
8. Total quantity of staple fibre fabrics remaining in stock at the end of the month. (in Metres).						
9. Consumption of staple fibre during the month. (in kgs.)						
10. Stock of staple fibre at the end of the month (in kgs.)						

I do hereby declare that I have compared the above particulars with the record and books of my mill and that they are, in so far as I can ascertain, accurate and complete.

Date.....
 Place.....

Name and Signature of the Manager of the Mill.

Mill's Serial No. Spinning/Composite Mill.

Checked by Entered by

(Entries above this line should not be filled in by the person making the return.)

STATISTICAL RETURN FORM CST-G

QUARTERLY RETURN OF STOCKS, PRODUCTION, PURCHASE CONSUMPTION AND SALE OF COTTON WASTE (HARD AND SOFT DURING THE QUARTER ENDING MARCH/JUNE/SEPTEMBER/DECEMBER, 196 .

IMPORTANT INSTRUCTIONS:

- (1) This form should be completed and sent to the Office of the Textile Commissioner, Economics Branch, Bombay-1 so as to reach *within fifteen days after the close of the quarter* giving details relating to the previous quarter. Manufacturers are advised in their own interest to post the return under a Certificate of Posting or Registered Acknowledgment Due and to superscribe the envelope containing the return "Statistical Return Economic Branch".
- (2) Cotton Soft Waste includes all varieties such as various droppings and gutterfly after willowings or cleaning Flat stripes, Comber, Waste, Silver and Roving ends, Bonda, Oily and all others which cannot be re-utilised in the Mill for spinning.
- (3) Yarn Hard Waste includes all grey and coloured warping, winding, reeling hard wastes, bobbin cut wastes, pulled out and broken cops, oily and dirty hard waste, sized ends—short and long—that cannot be re-utilised in the mill for producing cloth.
- (4) A copy of this return should be sent each quarter to the Regional Office also.
- (5) If and when there is nothing to report in the return, the Mill should invariably submit the return for the quarter as "Nil".
- (6) All figures in this return should be in the Metric System *viz.*, Kilograms.
- (7) Only Cotton Waste figures should be furnished in this return.
- (8) The return should contain figures of production of Cotton Waste during the whole quarter of (three months) to which this return relates.

Name of Manufacturer Texmark No.
 Address Tel. Address " State
 (Quantity in kgs.)

Description	Stocks on the first day of the quarter	Total production during the quarter	Purchases during the quarter	Total availability [(2)+(3)+(4)]	Consumption during the quarter	Deliveries during the Quarter				Stocks on last day of the quarter	Total of [(6)+(10)+(11)] = Col. 5
						For Internal consumption	For export	By mills direct	Through Exporters	Total deliveries [(7)+(8)+(9)]	
1	2	3	4	5	6	7	8	9	10	11	12
A. SOFT WASTE—											
1. Useable Spinning Soft Waste											
2. Saleable Spinning Soft Waste:											
(i) Clean											
(ii) Oily and Dirty											
Total, Spinning soft waste											
B. HARD WASTE—											
3. Spinning Saleable :											
(i) Clean											
(ii) Oily and dirty											
4. Hard Waste Saleable Preparatory and Weaving :											
(a) Unsized											
(b) Sized											
(c) Mixed items :											
(i) Clean											
(ii) Oily and dirty											
(iii) Chundhies											
(iv) Art Silk Waste											
(v) Staple Fibre Waste											
Total, Hard Waste											

I do hereby declare that I have compared the above particulars with the records and books of my Mill and that they are, in so far as can ascertain, accurate and complete.

Date
 Place

Name and Signature of Manager of the Mill.

STATISTICAL RETURN

Monthly Return of Stocks, Consumption and Sales of

IMPORTANT

1. This form should be completed in accordance with the instructions given below and sent to so as to reach on or before the 10th of every month giving the position for the previous month, Registered with acknowledgment due. Failure to submit the return by the due date will be

2. All figures should be in terms of metric bales of 180 kgs. each whether ginned and pressed

3. The description of Indian Cotton should correspond to the definitions in the Textile

4. [Col.(2) plus Col.(3)]—[Col.(4). plus Col.(5)] = Col.(6) plus Col.(7) plus Col.(8) = Col.(9) =

5. The return should be sent regularly by registered post before the 15th of the month

6 A copy of the return should be sent simultaneously to the regional office concerned.

Mill's Name.....

Mill's full Address.....

FIGURES FOR THE CURRENT MONTH

Description	Stocks held by the mills at the close of the preceding month	Quantities acquired by the mills during the current month	Consumption during the month	Sales during the month	Stocks on the last	
					Within the town where the mill is situated	Outside the town where the mill is situated
1	2	3	4	5	6	7

PART I—INDIAN COTTON

1. Meglai Jarilla (25/32")
2. Vidarbha M. P. 197/3 (27/32")
3. Khandesh Virnar 197/3 (28/32")
4. Digvijay-A (28/32")
5. Digvijay-B (26/32")
6. Surti (29/32")
7. Punjab American 320-F (27/32")
8. Punjab American H-14 (28/32")
9. Westerns (26/32")

FORM CST-H

Cotton for the month of.....196

INSTRUCTIONS

the Office of the Textile Commissioner, Economics & Statistics Branch, P.B. No. 10,004, Bombay-1, Mills are advised in their own interest to post the return under a certificate of posting or seriously viewed.

and whether Indian Cotton or Foreign Cotton.

Commissioner's Notification S.O. dated 6-7-66.

Col.(14).

following the month to which the return relates.

Texmark No.

Mill's Telegraphic Address.....

FIGURES FOR THE COTTON YEAR 1966-67 REMARKS

day of the month		Availability		Disappearance		Balance	No. and date of Survey Certificate in respect of purchase of cotton shown in column No. 3
Stocks of cotton [purchased but delivery not affected]	Total (cols. 6 to 8)	Stocks as on 31st August 1966 wherever stored whether within or outside the town where the mill is situated	Total stocks acquired since 1st September 1966 wherever stored whether within or outside the town where the mill is situated	Total consumption since 1st September 1966	Total sales [Cols. (10) + (11) — Cols. (12) + (13)] since 1st September 1966		
8	9	10	11	12	13	14	15

I	2	3	4	5	6	7
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PART I—INDIAN COTTON—*contd.*

10. Karunganni (28/32")
11. Dholleratte (24/32")
12. Pratap (24/32")
13. Bengal Deshi
14. Oomras (20/32")
15. Mathlia and Mungari
16. Buri-American (29/32")
17. L. 147 (31/32")
18. Gaorani 6 and 12—
(28/32")
19. AK 235 & 277—
(28/32")
20. Kalyan (25/32")
21. Jayadhar (28/32")
22. Laxmi (29/32")
23. Cambodia-A (1-1/32")
24. Cambodia-B (1")
25. Cambodia-C (30/32")
26. Other Indian cotton
(Mention the Varieties)

TOTAL—Indian Cotton

PART II—FOREIGN COTTON

1. Cotton of staple length
1 3/16" and above
 - (a) Egyptians (Permissible varieties)
 - (i) Guiza-all varieties
 - (ii) Nenoufi
 - (iii) Karnak
 - (iv) U.S.A. Stock Pile
Egyptian Cotton
 - (v) Other Egyptians

TOTAL—Egyptians

- (b) Sudanese (Permissible varieties)
- (c) Peruvians
- (d) Others

TOTAL—(a) to (d)

8

9

10

11

12

13

14

15

	1	2	3	4	5	6	7
PART II—FOREIGN COTTON—<i>contd.</i>							
2. Cotton of staple length I 1/16" and above but below I 3/16"							
(i) Sudanese (Permissible varieties)							
(ii) East Africans							
(iii) Syrians							
(iv) U.S.A.							
(v) Others							
TOTAL—(I to V)							
3. Cotton of Staple length 1" and below							
(i) U.S.A.							
(ii) Pakistan;							
(iii) East African							
(iv) Others							
TOTAL—(I to IV)							
TOTAL—Foreign Cotton (1+2+3)							
GRAND TOTAL OF ALL COTTON							

Staple Fibre Consumed

(1) For the manufacture of 100% staple fibre yarn.

(2) For the manufacture of mixed yarn.

I do hereby declare that I have compared the above figures with the record of my

8	9	10	11	12	13	14	15
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Consumption of Staple Fibre (in Kg.)

Viscose

Non-Viscose

Total

Name and Signature of Manager of the Mill.

mills and that they are, in so far as I can ascertain, accurate and complete.

[No. 15 (2)-TEX (I) 65.]

A. G. V. SUBRAHMANIAM, Under Secy.

COFFEE CONTROL

New Delhi, the 7th August 1967

S.O. 2855.—In pursuance of clause (b) of sub-section (2) of section 4 of the Coffee Act, 1942 (VII of 1942), the Central Government hereby notifies that Sarvashri Maganti Ankineedu and K. Rajaram, Members of Parliament, have been elected by the Lok Sabha as members of the Coffee Board for a period of three years with effect from the 7th August, 1967, or for so long as they continue to be Members of the Lok Sabha, whichever is less.

[No. 1(1)Plant(B)/67.]

RUBBER CONTROL

New Delhi, the 8th August 1967

S.O. 2856.—In pursuance of clause (e) of sub-section (3) of section 4 of the Rubber Act, 1947 (24 of 1947), the Central Government hereby notifies that Shri K. Chandrasekharan, a Member of Parliament, has been elected by the Rajya Sabha as a member of the Rubber Board, Kottayam, for a period of three years with effect from the 8th August, 1967, or for so long as he continues to be a Member of the Rajya Sabha, whichever is less.

[No. 15(1) Plant(B)/67.]

B. KRISHNAMURTHY, Under Secy.

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION

(Department of Food)

New Delhi, the 14th August 1967

S.O. 2857.—In exercise of the powers conferred by section 11 of the Food Corporation Act, 1964 (37 of 1964), and after consultation with the Food Corporation of India, the Central Government hereby makes the following amendment to the notification of Government of India in the Ministry of Food, Agriculture, Community Development and Cooperation (Department of Food) No. S. O. 2944 dated the 1st October, 1966, namely:—

In the said notification, under the heading 'Members' for the entries against items 22 and 23, the following entries shall respectively be substituted, namely:—

"22. Shri M. L. Jallan, Assam.

23. Shri Nemichand Shrishrimal, Madhya Pradesh."

[No. F. 7-2/66-FCC.]

I. MAHADEVAN, Dy. Secy.